



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, September 19, 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 – September 5, 2017

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

7.1. Land Purchase Request – Roland Road and Raymond Street

Requester: District of Timiskaming Social Services Administration Board (DTSSAB)

Subject Land: Part 2 on Plan 54R-1380 (intersection of Roland Road & Raymond Street)

Purpose: DTSSAB is seeking to acquire lands for the development of Affordable / Accessible-Barrier Free housing.

Draft Motion

Be it resolved that Council of the City of Temiskaming Shores acknowledges the presentation from the Municipal Clerk regarding the District of Temiskaming Social Services Administration Board's proposal to develop affordable housing;

That Council agrees in principal to donate a portion of municipal land at the corner of Roland Road and Raymond Street to DTSSAB as part of the City's contribution towards an affordable / barrier-free housing development in accordance with the Ministry of Municipal Affairs and Housing's Investment in Affordable Housing Program (IAH);

That Council authorizes staff to engage an Ontario Land Surveyor to prepare the necessary legal reference plan; and

That Council directs staff to prepare an Administrative Report for consideration at a future meeting with respect to the finalization of the disposition of land to DTSSAB.

8. Question and Answer Period

9. Presentations / Delegations

a) Josée Noel, Project Leader – Agnico Eagle Mining Ltd. & Maria Story, President, Story Environmental Inc.

Re: Disposal of Non-Hazardous Waste

Draft Motion

Be it resolved that Council acknowledges the presentation from Story Environmental on behalf of Agnico Eagle Mining Limited in regards to the disposal of Non-Hazardous Waste at the Haileybury Landfill Site.

10. Communications

- a) Jean-Claude Carrière, Community Project Officer - ACFO-Témiskaming

Re: Building Ties Temiskaming Invitation – September 20, 2017

Reference: Received for Information

- b) Chris Pittens, Program Manager – Ministry of Community Safety and Correctional Services

Re: Compliance with Emergency Management and Civil Protection Act

Reference: Received for Information

- c) James Papple, Chair – Teachers of English as a Second Language Association of Ontario

Re: Proclamation Request – “English as a Second Language Week”

Reference: Received for Information

- d) Carman Kidd, Chair – Timiskaming Board of Health

Re: Resolution – Provincial Alcohol Strategy

Reference: Received for Information

- e) Réjeanne Bélisle-Massie, Présidente – Centre culturel ARTEM

Re: Appreciation Letter and Request for certain improvements

Reference: Received for information and referred to Senior Staff

- f) Michael Burt, Funding Manager – Federation of Canadian Municipalities

Re: Municipal Asset Management Program - \$49,754 Grant – Mobile Sensing Road Assessment and GIS Based Software Platform

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on July 26, 2017;
- b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on April 26, 2017;
- c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on May 17, 2017;
- d) Minutes of the District of Timiskaming Social Services Administration Board meeting held on June 28, 2017;
- e) Minutes of the Timiskaming Board of Health meeting held on June 7, 2017; and
- f) 2017 Second Quarter Board of Health Report.

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 on August 31, 2017.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Memo No. 025-2017-CS – 2018 Budget Timelines**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 025-2017-CS for information purposes.

- b) **Memo No. 026-2017-CS – Banking Commitment Letter – Increase in Short-term Borrowing Limit**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2017-CS;

That Council directs the Treasurer and Mayor to sign the Commitment Letter to increase the City's operating line from \$2,000,000 to \$4,000,000.

- c) **Administrative Report No. CS-035-2017 – Land Sale – Part 2 on Plan 54R-5247 (Grant Drive) to Pedersen Materials Ltd.**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-035-2017; and

That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Pedersen Materials Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Part 2 on Plan 54R5247 (8.70 Ac.)

in the amount of \$240,000 for consideration at the September 19, 2017 Regular Council meeting.

d) Proclamation – Fire Prevention Week (October 8 – 14, 2017)

Draft Motion

Whereas the City of Temiskaming Shores is committed to ensuring the safety and security of all those residing and visiting Temiskaming Shores; and

Whereas fire is a serious public safety concern both locally and nationally and homes are the locations where people are at greatest risk from fire; and

Whereas newer homes are built with lightweight materials that burn faster than older home construction; and

Whereas many of today's products and furnishings produce toxic gases and smoke when burned, making it impossible to see and breathe within moments; and

Whereas these conditions contribute to a much smaller window of time for people to escape a home fire safely, with people having as little as one to two minutes to escape from the time the smoke alarm sounds; and

Whereas a home fire escape plan provides the skill set and know-how to quickly and safely escape a home fire situation; and

Whereas a home fire escape plan includes two exits from every room in the home; a path to the outside from each exit; smoke alarms in all required locations; and a meeting place outside where everyone in the home will meet upon exiting; and

Whereas home fire escape plans should be developed by all members of the household; and

Whereas practicing a home fire escape plan twice a year ensures that everyone in the household knows what to do in a real fire situation; and

Whereas the Temiskaming Shores Fire Department is dedicated to reducing the occurrence of home fires and home fire injuries through prevention and education; and

Whereas Temiskaming Shores residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas the 2017 Fire Prevention Week theme, “Every Second Counts: Plan 2 Ways Out!” effectively serves to educate the public about the vital importance of developing a home fire escape plan with all members of the household and practicing it twice a year.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims October 8th – 14th, 2017 as “**Fire Prevention Week**” in the City of Temiskaming Shores and urges all residents to develop and practice (twice a year) a home fire escape plan as well as support the many public safety activities and efforts of the Temiskaming Shores Fire Department during Fire Prevention Week.

e) **Memo No. 015-2017-PW – Addendum to Administrative Report PW-026-2017 – Disposal of Non-hazardous Waste – Agnico Eagle Mines Limited**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 015-2017-PW in particular the additional information provided therein.

Resolution No. 2017-312 (deferred Aug. 8/17 by Res. No. 2017-313)

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 October 3, 2017 Regular Council meeting.

f) **Memo No. 016-2017-PW – Release of Request for Proposal - Cost Analysis Study – Haileybury Wastewater Treatment Plant**

Draft Motion

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

That Council authorizes staff to release a Request for Proposal (RFP) for the preparation of a Cost Analysis Study for the long term treatment options for the Haileybury Wastewater Treatment Plant.

g) Administrative Report No. PW-033-2017 – Amendment to By-law No. 2013-054 – Annual Landfill Groundwater Monitoring (Haileybury & New Liskeard Landfills)

Draft Motion

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

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the current agreement with Amec Foster Wheeler for a period of two (2) years at a cost of \$61,755.00/year for consideration at the September 19, 2017 Regular Council meeting.

h) Administrative Report No. PW-032-2017 – Parapet Wall – New Liskeard Library

Draft Motion

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

That Council directs staff to prepare the necessary by-law and agreement with Rivard Bros. Ltd. for the Parapet Wall Repairs at the New Liskeard Library at an upset limit of \$188,897.50, plus applicable taxes for consideration at the September 19, 2017, Regular Council meeting.

i) Administrative Report No. PW-027-2017 – Transit RFP

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-027-2017;

That Council awards the Transit Services Contract, as detailed in Request for Proposal PW-RFP-008-2017, to Stock Transportation at an hourly rate of \$52.47 per bus plus applicable taxes;

That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 19, 2017, Regular Council meeting.

j) Administrative Report No. RS-009-2017 – Operation of the Don Shepherdson Memorial Arena Concession

Draft Motion

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

That Council directs staff to prepare the necessary by-law to enter into an agreement with Martin and Kerry Rivard for the operation of the Don Shepherdson Memorial Arena concession for the 2017/2018 winter season in the amount of \$225.00 per month plus HST for consideration at the September 19, 2017 Regular Council meeting.

k) Memo No. 009-2017-CGP – Deeming By-law – 161 Nixon Crescent

Draft Motion

Whereas Ken and Mary-Anne McLeod, owners of 161 Nixon Crescent would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owners have acknowledged that registration of the pending deeming by-law on title will be at their expense.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 45 and 46 on Plan M-253 T to no longer be Lots on a Plan of Subdivision; and

Further that Council hereby directs staff to prepare the necessary deeming by-law for consideration at the September 19, 2017 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

- By-law No. 2017-114 Being a by-law to authorize the Sale of Land to Frank Peter Stap being Lot 66 on Plan M-79 N.B.
- By-law No. 2017-115 Being a by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$208,435.00 towards the cost of the Fleet Replacement – 5 Year
- By-law No. 2017-116 Being a by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$541,805.96 towards the cost of the Fleet Replacement – 10 Year
- By-law No. 2017-117 Being a by-law to amend By-law No. 2013-054 (Agreement with AMEC Environmental and Infrastructure for the Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites) – 2 Year Extension
- By-law No. 2017-118 Being a by-law to enter into a Lease Agreement with Martin and Kerry Rivard for the provision of Concession Services at the Don Shepherdson Memorial Arena
- By-law No. 2017-119 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 161 Nixon Crescent – Roll No. 5418-010-007-37100
- By-law No. 2017-120 Being a by-law to enter into an Agreement with Dibrina Sure Benefits Consulting Inc. for the Administration of Services provided by Great West Life Assurance Company (City of Temiskaming Shores – Employee Group Benefits)

By-law No. 2017-121 Being a by-law to authorize the Sale of Land to Pedersen Materials Ltd. being Part 2 on Plan 54R-5247 (8.7 Acres on Grant Drive)

By-law No. 2017-122 Being a by-law to enter into an agreement with Rivard Bros. Ltd. for the repair of the Parapet Wall on the Temiskaming Shores Public Library – New Liskeard Branch

By-law No. 2017-123 Being a by-law to enter into an agreement with Stock Transportation Ltd. and the Town of Cobalt for a Public Transit System

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2017-114;

By-law No. 2017-115;

By-law No. 2017-116;

By-law No. 2017-117;

By-law No. 2017-118;

By-law No. 2017-119;

By-law No. 2017-120;

By-law No. 2017-121;

By-law No. 2017-122; and

By-law No. 2017-123;

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, October 3, 2017 at 6:00 p.m.

b) Regular – Tuesday, October 17, 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 September 5, 2017 – Closed Session Minutes**
- b) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Timmins Forest Products**

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. 2017-124 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 19, 2017** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2017-124 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, September 5, 2017
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Kelly Conlin, Director of Corporate Services (A)
Tim Uttley, Fire Chief
Jennifer Pye, Planner
Mitch Lafreniere, Manager of Physical Assets

Regrets: Councillor Mike McArthur

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

Members of the Public Present: 3

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2017-328

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Laferriere disclosed a pecuniary interest in regards to Item 19 b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – 285 Whitewood Avenue (New Liskeard Medical Centre)

Councillor Foley disclosed a pecuniary interest in regards to Item 15 q) Administrative Report No. CS-022-2017 – Employee Benefit Plan Renewal and Item 19 i) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Negotiations with Management/Non-Union Staff

6. Review and adoption of Council Minutes

Resolution No. 2017-329

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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

a) Regular Meeting of Council – August 8, 2017

Carried

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.

Mayor Kidd indicated that the public meeting scheduled tonight is to consider an application to purchase municipally owned property and that the public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed purchase and secondly, to receive comments from the public and agencies before a decision is made by Council.

Mayor Kidd declared the meeting to be open and to be a public meeting and ask the Clerk, Dave Treen to provide the background to the proposed application.

Municipal Clerk, Dave Treen utilizing powerpoint outlined that an application to purchase Lot 66 on Plan M-79 N.B. (Radley Hill Rd.) was received from Mr. Frank Stap. 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 municipally owned Lot 66.

Mr. Stap would like to acquire Lot 66 in order to develop the property as proposed and the request was circulated to internal departments with no concerns with the sale. A notice was placed in the August 16th edition of the Temiskaming Speaker advertising this public meeting and to date two area residents did submit comments of concern. The concerns were around the notion the sale may be related to a business entity. Both individuals were provided with a copy of the presentation and were satisfied.

Mr. Treen outlined that disposition of municipal land is governed by By-law No. 2015-160 and based on Section 3 a direct sale to Mr. Stap is recommended. Furthermore it is recommended that the purchase price be based on the MPAC assessment (\$1,043) plus all associates costs.

Mr. Treen concluded by indicating that an Administrative Report has been prepared and is within the package for this evening recommending the sale pending any public input from this meeting.

Mayor Kidd inquired if there were any questions or comments from either the applicant or members of the public. With none Mayor Kidd inquired if there were any questions or comments from Council. With none Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will consider the associated Administrative Report.

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

Mayor Kidd indicated that the public meeting scheduled tonight is in relation to the Peter's Road Municipal Drain to which Council approved the drainage works through By-law No. 2017-016 and had authorized the consultant, K. Smart and Associates to tender the project. It was noted that since the tenders received were in excess of the engineers estimate the Drainage Act requires a public meeting to permit the petitioners an opportunity to remove their names from the works.

Mayor Kidd declared the meeting to be open and to be a public meeting and ask the Clerk, Dave Treen to provide the necessary background.

Mr. Treen, utilizing powerpoint outlined that 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 low tender was submitted by Pedersen Construction Inc. in the amount of \$69,850 plus applicable taxes; however 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.

Mr. Treen outlined that a notice of this meeting was sent via mail to all landowners within the drainage catchment area along with a table illustrating the cost variance between the engineers estimate and the modified costs based on the tender results. The table was shown in the powerpoint as well. Mr. Treen concluded by stating that provided the petitioners for the drainage works do not indicate that they wish to have their names removed from the petition, Council could consider an Administrative Report that is on the agenda this evening which recommends entering into an agreement with Pedersen Construction Inc. for the construction of the drainage works.

Mayor Kidd inquired if any of the petitioners, Roads Authority (represented by Public Works) or Chieftan Dairy Farms wish to have their names removed from the petition please approach the podium. With no petitioner approaching the podium, Mayor Kidd inquired if there were any questions or comments from the public. With none, Mayor Kidd inquired if there were any questions or comments from Council. With none Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will consider the associated Administrative Report.

8. Question and Answer Period

None

9. Presentations / Delegations

None

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

Resolution No. 2017-330

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2017-331

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2017-332

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

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

Carried

13. Reports by Members of Council

Councillor Whalen reported on the following:

- AMO Conference: Councillor Whalen provided a written summary of highlights associated with conference to all members of Council and pointed out some of the informal meetings he did have that are summarized in the report.

Councillor Hewitt reported on the following:

- AMO Conference: Privilege of attending AMO, there were a lot of platforms due to an upcoming Provincial election. Change seems to be underway with one of the favorite panel discussions was the Ministers panel (school closures to health care emergency systems, etc.). Also noted that any funding in the future will be highly dependent on Asset Management Plans and we need to be shovel ready.

Mayor Kidd reported on the following:

- Craft Beer Festival: The festival went over very well and was well attended.
- Kayak Challenge: The weather was not the greatest but it went over well and anticipates that it will grow next year.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2017-333

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2017-334

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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, the Association of Municipalities of Ontario (AMO) and the Federation of Northern Ontario Municipalities (FONOM).

Carried

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

Resolution No. 2017-335

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2017-336

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-337

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2017-338

Moved by: Councillor Hewitt
Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2017-339

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-340

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

That Council approves the request of Temiskaming Shores Minor Hockey Association and directs staff to permit the use of the Don Shepherdson Memorial Arena and the Pool Fitness Centre at no charge on September 17, 2017 to host a Hockey Skills Camp provided through Hockey Canada.

Carried

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

Resolution No. 2017-341

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

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

Resolution No. 2017-342

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-343

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-344

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

m) January to August 2017 – Capital Projects Financial Report

Resolution No. 2017-345

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2017-346

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-347

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2017-348

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Councillor Foley disclosed a pecuniary interest with Administrative Report No. CS-022-2017 and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2017-349.

Resolution No. 2017-349

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

Carried

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

Resolution No. 2017-350

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores approves the attendance of Councillor Whalen and Councillor Jelly 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.

Carried

16. By-laws

Resolution No. 2017-351

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

Resolution No. 2017-352

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

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

None

19. Closed Session

Resolution No. 2017-353

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council agrees to convene in Closed Session at 7:00 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 – 285 Whitewood Avenue (New Liskeard Medical Centre)**
- c) **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**
- d) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Grant Drive (8.7 acres of Vacant Land)**
- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Lots 16, 17, 18 and 19 (Dymond Industrial Park)**
- f) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 884045 Highway 65 West**
- g) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 100 Rorke Avenue (Vacant Land)**
- h) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Monthly Report**
- i) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Negotiations with Management/Non-Union Staff**

Carried

Resolution No. 2017-354

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 8:08 p.m.

Carried

Matters from Closed Session

- a) **Adoption of the July 11, 2017 – Closed Session Minutes**

Resolution No. 2017-355

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council approves the July 11, 2017 Closed Session Minutes as printed.

Carried

- b) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – 285 Whitewood Avenue (New Liskeard Medical Centre)**

Council provided staff with direction in closed session on this matter.

- c) 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**

Council provided staff with direction in closed session on this matter.

- d) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Grant Drive (8.7 acres of Vacant Land)**

Council provided staff with direction in closed session on this matter.

- e) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed disposition of land – Lots 16, 17, 18 and 19 (Dymond Industrial Park)**

Council provided staff with direction in closed session on this matter.

- f) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 884045 Highway 65 West**

Council provided staff with direction in closed session on this matter.

- g) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land – 100 Rorke Avenue (Vacant Land)**

Resolution No. 2017-356

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores hereby acknowledges receipt of the correspondence from Michel Trottier, President of LMD Trottier Enterprises Ltd. in regards to the donation of lands adjacent to Rorke Avenue without conditions; and

That Council hereby agrees to accept the donation of the lands and will assume all legal fees associated with the transfer of ownership.

Carried

h) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Monthly Report

Staff provided Council with an update on Human Resource issues in regards to recent hires, leaves of absence, resignations and postings.

i) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Negotiations with Management/Non-Union Staff

Council provided staff with direction in closed session.

20. Confirming By-law

Resolution No. 2017-357

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

Carried

Resolution No. 2017-358

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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.

Carried

21. Adjournment

Resolution No. 2017-359

Moved by: Councillor Laferriere

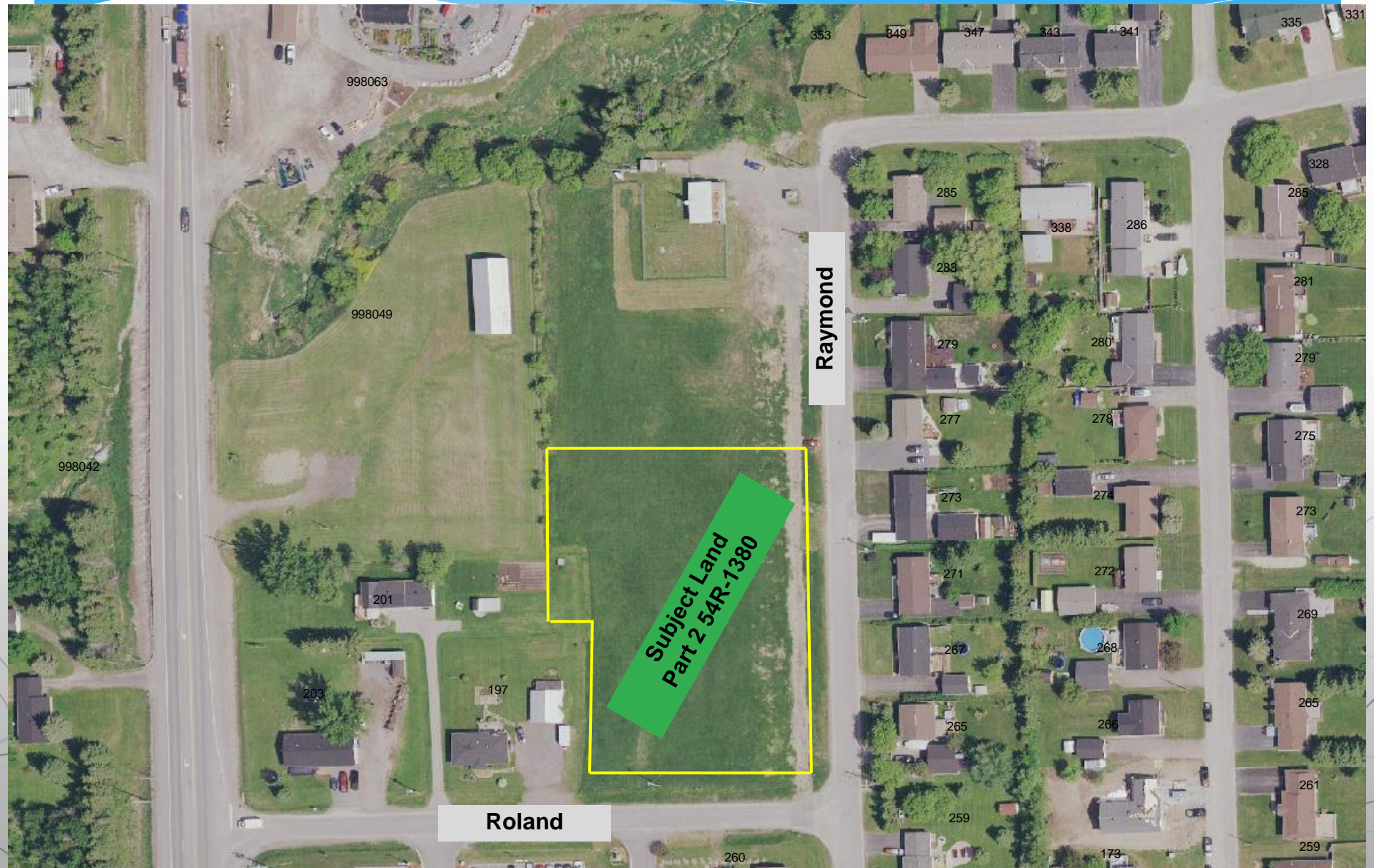
Seconded by: Councillor Whalen

Be it resolved that City Council adjourns at 8:11 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Raymond

Roland

**Subject Land
Part 2 54R-1380**

998063

998049

998042

201

203

197

260

353

349

347

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341

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DTSSAB Land Request



Background

- DTSSAB provided letter at the August 8, 2017 Regular Council meeting outlining their desire to acquire a portion of city land at Raymond and Roland as a preferred site for the development of affordable housing;
- DTSSAB is looking at constructing 2 separate buildings with 4 units in each that are 2 bedroom with a minimum floor space of 850 ft²;
- DTSSAB is proposing that rental rates for 4 units be affordable and 4 units be market value with a target market of low to moderate income seniors and families with dependents who require barrier free housing;

DTSSAB Land Request



Background

- DTSSAB is seeking funding from the Investment in Affordable Housing (IAH) program up to \$150k/unit for units deemed affordable (\$600 k);
- Under the IAH program the benefiting municipality (Temiskaming Shores) must participate in the process with some type of financial assistance;
- Council considered the proposal during the closed portion of the September 5, 2017 Regular meeting and approved in principal the City's interest in a potential sale and established a working group to investigate the level of involvement from the municipality in order to comply with IAH requirements;

DTSSAB Land Request



DTSSAB Land Requirements/Appraisal

Appraised Value \$195,000

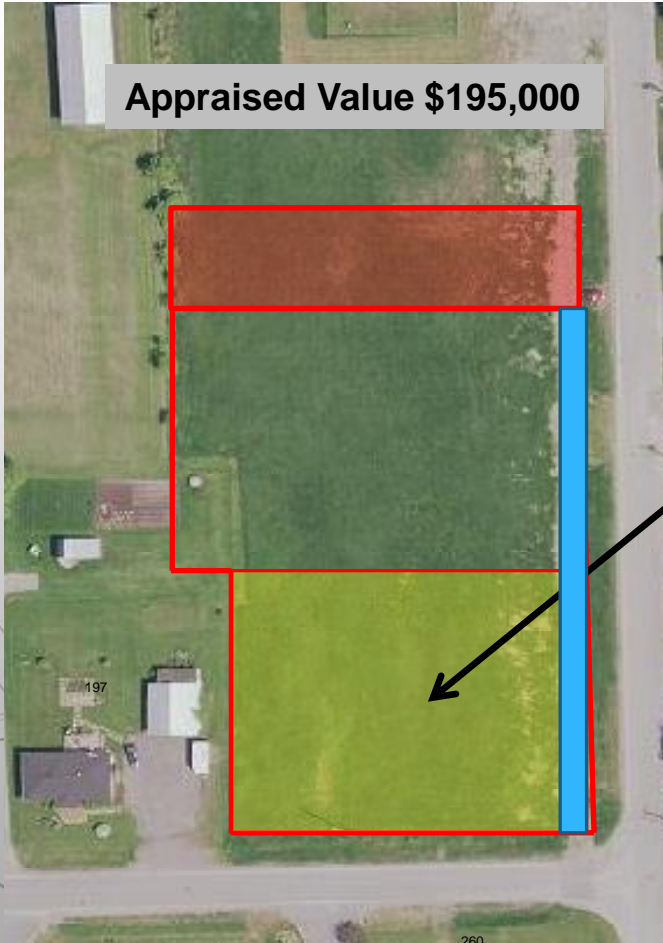
Appraised Value \$56,027
(28,403.6 ft²)

Reference Plan required to
transfer Parts

Requirement to Rezone to
permit 4 unit Multi-res

Feeder Main to Reservoir

September 19, 2017





Municipal Contribution (IAH parameters)

- City understands IAH looking for contribution equal to difference between Multi-res and Residential Tax Rate over a 20 yr period.
- These buildings would not be taxed in this manner – Staff proposed an amount equal to the City’s Charitable Tax Rebate (40%) over 20 years.
- Based on estimated value of \$1 M and the 2017 tax levy for the affordable housing unit a 40% tax rebate would = **\$98,000** over 20 years.

DTSSAB Land Request



Municipal Contribution (IAH parameters)

- Potential contribution for Council's consideration:

Donation of Land	\$ 56,000
Building Permit Fees	5,000
Survey (Reference Plan)	10,000
Water/Sewer Connections	20,000
Zoning Amendment	2,000
<u>Legal Fees</u>	<u>5,000</u>
Total:	\$98,000

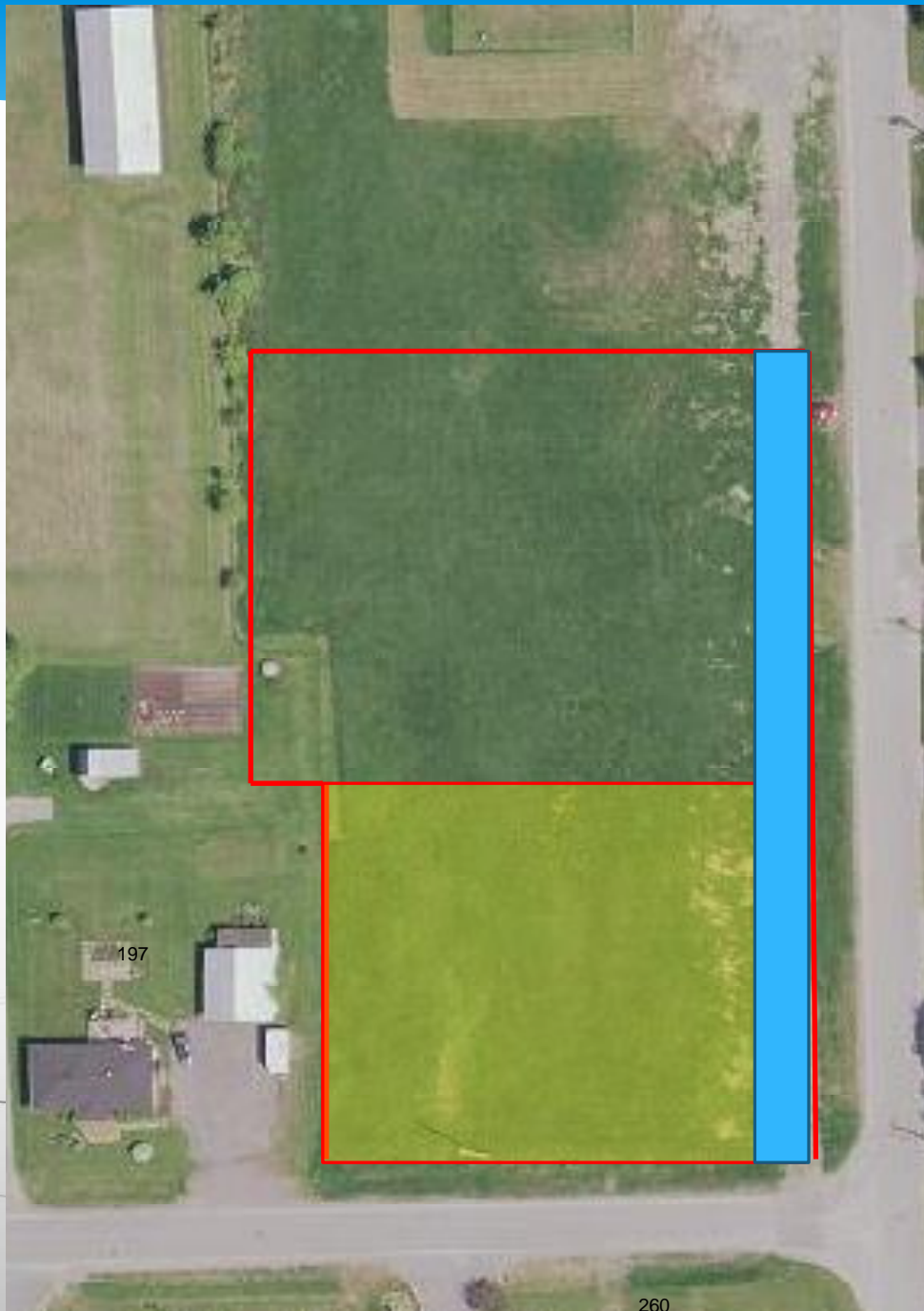
- DTSSAB relayed these values to the Ministry of Municipal Affairs and have confirmed that this would satisfy the requirements under IAH;

DTSSAB Land Request



Next Steps

- Recommend that Council adopt a resolution agreeing in principal to donate a portion of Part 2 to DTSSAB for the development of Affordable Housing, and preparation a reference plan to permit the transfer of ownership for that portion;
- Prepare an Administrative Report for consideration at a future meeting finalizing the sale of the land to DTSSAB.



September 19, 2017

**Cobalt Lode Landfill
Cobalt/Coleman Area
September 2017**



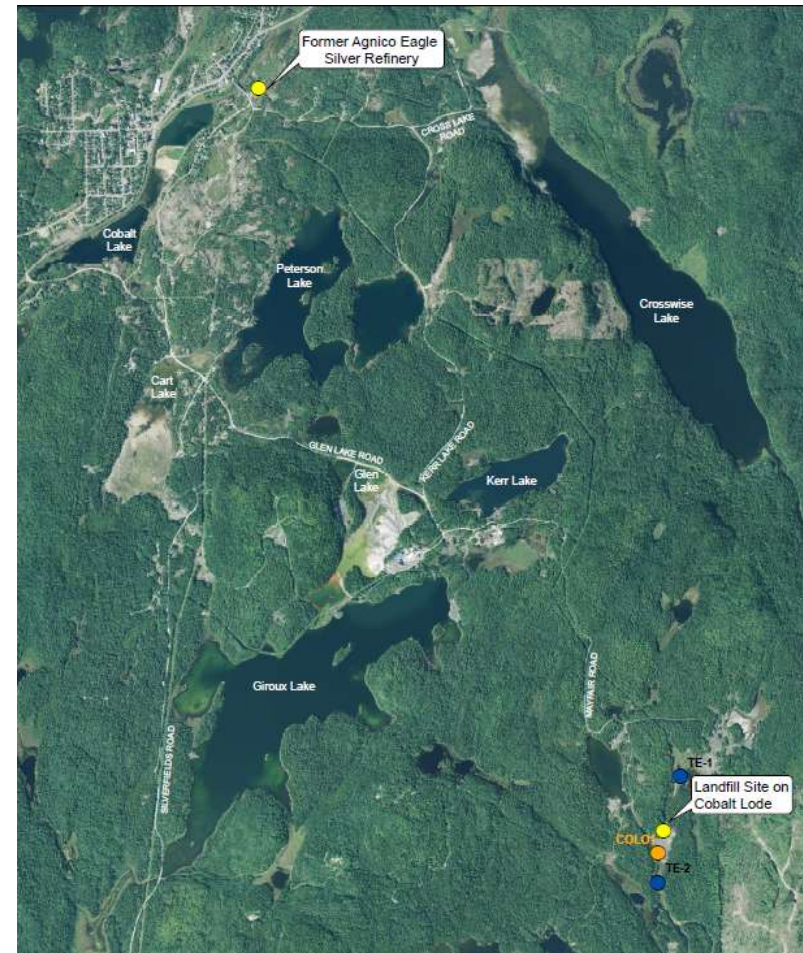
AGNICO EAGLE

Background – Waste Management

- In regulations, hazardous waste is defined as Leachate Toxic Waste (Ontario Regulation 347 - General Waste Management) (“O. Reg. 347”)
- Leachate Toxic Waste is waste that produces leachate (TCLP) which contains concentrations of contaminants which exceed the thresholds defined in Schedule 4 of O. Reg. 347 (arsenic = 2.5 mg/L)
- TCLP – Toxicity Characteristic Leachate Procedure
- Contaminated waste is a waste material which contains less than the TCLP thresholds
- Generally landfills can accept contaminated waste but not hazardous waste

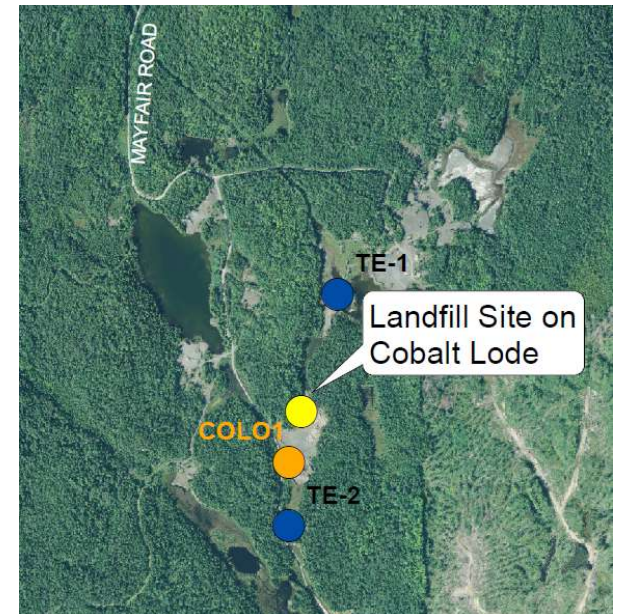
Background - Cobalt Lode Site

- 1985 Agnico Eagle received a Certificate of Approval from the MOECC (No. A571303) to operate a landfill site on the Cobalt Lode property
- This landfill was approved to dispose of non-hazardous materials from the Agnico Eagle Silver Refinery



Background - Cobalt Lode Site

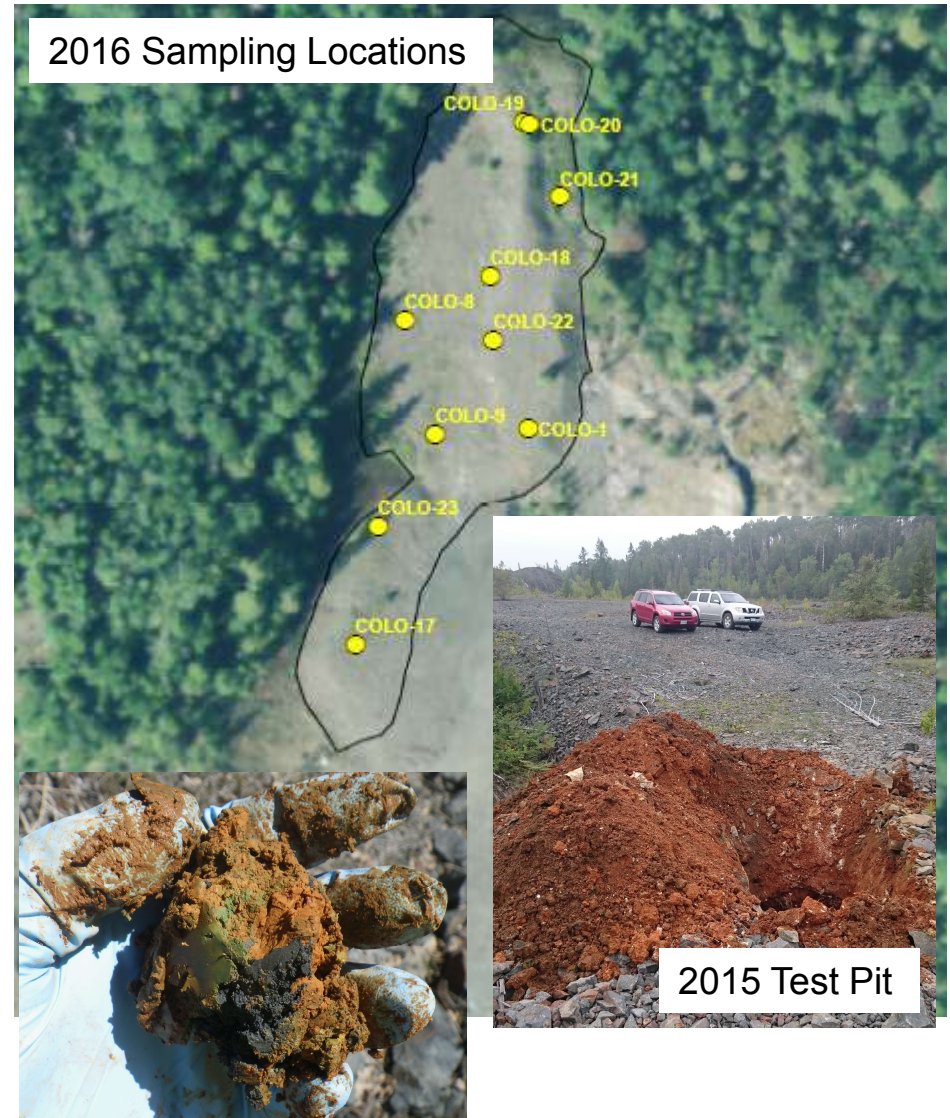
- The Agnico Eagle Silver Refinery materials were placed in the landfill and covered with waste rock
- Currently there is a small stream running around/through the landfill
- Surface water quality in this small stream when compared to the Provincial Water Quality Objectives (“PWQO”) indicate there are elevated concentrations of arsenic, cobalt, nickel, and zinc, but primarily cobalt
- The cobalt concentrations in downstream water range from 0.3 to 0.5 mg/L (PWQO = 0.0009 mg/L)
- Therefore Agnico Eagle has decided that this material should be removed from the subsurface and managed in a location away from water



Background - Cobalt Lode Site Characterization

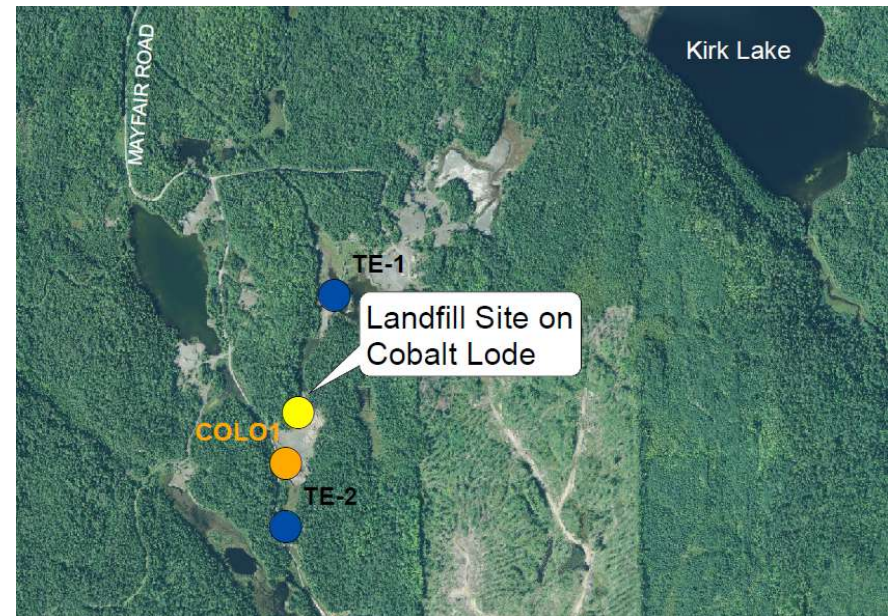
- In 2015, SEI delineated 2300 m³ of landfilled material
- In 2015 & 2016, SEI collected 14 samples of this material
 - *Average As TCLP = 2.18 mg/L*
 - *Hazardous waste As TCLP = 2.5 mg/L*

Therefore, not considered hazardous and can be land disposed



Action Plan - Cobalt Lode Site

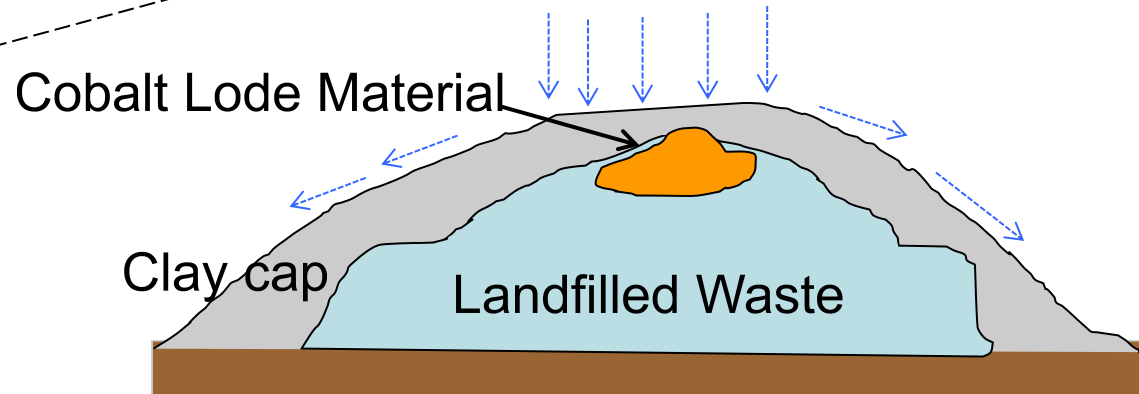
- Removing the Cobalt Lode material is being proposed by Agnico proactively (not due to order from Ministry of the Environment and Climate Change)
- Haileybury landfill is the preferred site since the waste material would be elevated out of the groundwater and covered to minimize contact with water and potential dissolution/leaching



Cobalt Lode Landfill Site



Haileybury Landfill Site



Clay cap will:

- minimize infiltration and precipitation;
- prevent interaction of the Cobalt Lode material with groundwater; and
- prevent interaction of the Cobalt Lode material with surface water

QUESTIONS?



Thank you!



AGNICO EAGLE

agnicoeagle.com



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between Québec and Ontario*



COME LEARN ABOUT ALGONQUIN CULTURE AND UPCOMING PROJECTS

Date: Wednesday, September 20th, 2017

Meet & Greet with refreshments 4:30pm to 6:00pm
Dinner at 6:00pm

Location: Recreational Centre
9 Duncan Rd, Notre Dame du Nord, Québec
Timiskaming First Nation

Please Register by September 15th, 2017 by contacting:

Anne-Marie Loranger

Email: tdlt.btt@gmail.com

Telephone: 705-647-5771

Traditional Meal

Cost: \$25.00 (must be paid in advance)

*Please advise us of any allergies

Headphones will be available for translation services.

Please bring your business cards, which will be displayed, to increase your networking opportunities.



**Ministry of
Community Safety and
Correctional Services**

Office of the
Fire Marshal and
Emergency Management

25 Morton Shulman Avenue
Toronto ON M3M 0B1
Tel: 647-329-1100
Fax: 647-329-1143

**Ministère de la
Sécurité communautaire et
des Services correctionnels**

Bureau du
commissaire des incendies et
de la gestion des situations d'urgence

25, avenue Morton Shulman
Toronto ON M3M 0B1
Tél. : 647-329-1100
Télééc. : 647-329-1143



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

July 31, 2017

Dear Head of Council:

It is the responsibility of municipalities to ensure they are in compliance with the Emergency Management and Civil Protection Act (EMCPA) and its associated Regulation, Ontario Regulation 380/04.

The Office of the Fire Marshal and Emergency Management (OFMEM) has reviewed the documentation submitted by your Community Emergency Management Coordinator (CEMC) and have determined that your municipality was compliant with the EMCPA and O.Reg 380/04 in 2016.

The safety of your citizens is important, and one way to ensure that safety is to ensure that your municipality is prepared in case of an emergency. You are to be congratulated on your municipality's efforts in achieving compliance in 2016.

I look forward to continuing to work with you to ensure your continued compliance in 2017.

If you have any questions or concerns about the compliance monitoring process, please contact your Emergency Management Field Officer.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Pittens".

Chris Pittens
Program Manager
Emergency Management Field Operations

cc: Tim H. Uttley - CEMC
Sarah Jacob - Field Officer



TEACHERS OF ENGLISH
AS A SECOND LANGUAGE
ASSOCIATION OF ONTARIO

27 Carlton Street, Suite 405
Toronto, Ontario M5B 1L2
T 416-593-4243 F 416-593-0164
TF 1-800-327-4827
administration@teslontario.org
www.teslontario.org

August 25, 2017



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

Your Worship,

We thank you and your community for previously taking part in our Ontario wide initiative to raise awareness of the importance of English language learning opportunities for newcomers to Canada by declaring English as a Second Language (ESL) Week in your community during the weeks in years past when our annual conference took place.

I am writing on behalf of TESL Ontario (Teachers of English as a Second Language) to invite you to again take part in our province-wide initiative to recognize Ontario's ESL community and declare the week of October 29 to November 4, 2017 as "English as a Second Language Week". Given the ever growing diversity of the population of Ontario, we hope you will continue to support our efforts and grant us this request. In 2016, several dozen municipalities declared ESL Week and we hope that this number will continue to grow, helping the ESL community to celebrate and expand its development.

For 44 years, TESL Ontario has held its Annual Conference to provide professional development for the ESL educators, administrators, students and volunteers who make it possible for immigrants, refugees, citizens, and visitors to learn the English language. This year, our conference "Celebrating Success" will be held November 2 & 3, 2017 and we would be honoured if representatives of your Council could participate in our conference, which is held in Downtown Toronto. If you, or any member of your Council, are interested in participating please contact our Office Manager, Kevin Gamble, at administration@teslontario.org for further details.

Last year's TESL Ontario Conference attracted more than 900 attendees. Our members travel from across the province and beyond to attend workshops, research symposia, a technology fair and publishers' displays. For many of us, this annual journey to Toronto marks a time when we can share our experiences, expand our skills, and reaffirm the positive contribution that our province makes to diversity.

Through a set of criteria developed to ensure measurable qualifications among ESL professionals, TESL Ontario demands the best of qualifications from our members, as well as the best of training from the TESL training programs accredited by TESL Ontario. As a result, we offer the finest in second language education to our students, who are capable of contributing a wealth of knowledge and experience to Ontario communities.

Attached, please find our suggested wording of the proclamation. If you have any suggestions or comments as to the content of this document, please contact our Executive Director, Renate Tilson, at 416-593-4243 ext. 203.

Thank you for your consideration,

Sincerely,

James Papple,
Chair

SUGGESTED WORDING FOR ESL WEEK PROCLAMATION

WHEREAS the Province of Ontario has welcomed many peoples from around the world who have chosen this province as the place to start a new life in Canada, now as much as any other time in its history, and many of these immigrants undertake to learn English in order to communicate with their fellow Ontarians, allowing them to start the process of building productive and rewarding lives in their new country.

AND WHEREAS this diverse and multifaceted group of learners of English as a Second Language can be found throughout all levels of society in Ontario, whether they are students in school, at any level, teachers, researchers, caregivers, volunteers and workers, business owners and employees, professionals and labourers, all benefit from instruction in English as a Second Language and use that new knowledge to contribute to this province on an ongoing basis.

AND WHEREAS our professional organization, TESL (Teachers of English as a Second Language) Ontario, hosts a conference each fall in downtown Toronto that features professional development in the form of workshops, keynote speakers and diverse presentations for teachers of English as a Second Language to develop, update and expand their knowledge base, skills and abilities to aid newcomers to our province in their efforts to acquire English language skills.

NOW THEREFORE, I, _____ on behalf of _____ of _____ Council, do hereby proclaim October 29th to November 4th, 2017 as "English as a Second Language Week" in the _____ of _____.



Services de santé du

TIMISKAMING

Health Unit

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

Branch Offices:

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

www.timiskaminghu.com

September 13, 2017

The Honourable Dr. Eric Hoskins
Ministry of Health & Long-Term Care
Hepburn Block, 10th Floor
80 Grosvenor Street
Toronto ON M7A 2C4

Dear Dr. Hoskins:

Re: Provincial Alcohol Strategy

On September 6, 2017, at a regular meeting of the Board for the Timiskaming Health Unit, the Board considered the attached resolution from Middlesex-London Health Unit and the Ontario Public Health Association Advocacy package regarding the above matter. The following motion was passed:

Motion 46R-2017

Moved by: Merrill Bond

Seconded by: Jesse Foley

Be it resolved that the Board of Health receives the briefing regarding the Provincial Alcohol Strategy; and further that the Board supports the Ontario Public Health Association Advocacy package and the Middlesex-London Health Unit call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province-wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

Carried

Sincerely,

Chair Carman Kidd
Timiskaming Board of Health

cc. Ontario Public Health Association
Mr. John Vanthof, MPP, Timiskaming-Cochrane
Mrs. Linda Stewart, Association of Local Public Health Agencies
Ontario Boards of Health
Mayor/Reeves, Timiskaming Health Unit Constituent Municipalities

Board of Health Briefing

To: Chair and Members of the Board of Health
Information for Action: Provincial Alcohol Strategy
Date: September 6, 2017

Information Report for Action

Recommendations

It is recommended:

1. THAT the Timiskaming Board of Health receive the briefing re: Provincial Alcohol Strategy
2. AND FURTHER THAT the Timiskaming Board of Health support the Ontario Public Health Association Advocacy package and the Middlesex London Health Unit call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province wide, evidence-based strategy to minimize harm and support the safe consumption of alcohol.

Background Information

Addressing the health and social harms of alcohol use is an important and growing public health issue. The consequences of alcohol use not only impact drinkers, but also friends, families, communities and health systems. Alcohol is a drug with a range of potentially harmful effects. It is associated with over 200 chronic diseases including various cancers, heart disease, stroke and mental illness. Other alcohol related harms include violence, risky sexual behaviour and injuries and death related to drinking and driving, suicide, falling and drowning.

The Ontario Public Health Standards (2008) direct Ontario Boards of Health to address alcohol use and alcohol related harms using a comprehensive population health promotion approach. Twelve Ontario Public Health Units received funding from Public Health Ontario to work collaboratively to describe a comprehensive, evidence-based approach to addressing alcohol related harm at the local and provincial level. Their work culminated in the release of a 2014 report entitled '*Addressing Alcohol Consumption and Alcohol-Related Harms at the Local Level*'.¹ Several of the seven policy recommendation areas apply to provincial level policy action.

*In 2015 the Chief Public Health Officer for Canada released a report aiming to increase awareness about the health impacts of alcohol consumption and as such underscored how consuming alcohol, a common mind-altering drug, is an important public health issue. As there are significant jurisdictional variances related to alcohol strategies and emerging evidence on alcohol related harms, the report suggests that we consider if we are doing enough to reduce the harms associated with drinking alcohol.*²

Numerous reports over the years have identified that there is not one solution to reducing alcohol-related harms at the population level. Drinking patterns are influenced by a multitude of factors and changing behaviour will require multiple strategies at multiple levels. Many laws, regulations and policies can keep Ontarians safe and help mitigate alcohol-related harm. In addition to the reports mentioned above the recent 2017 Canadian Institute for Health Information report on Alcohol Harm in Canada also suggested that opportunities exist to strengthen the alcohol policy landscape to mitigate harm including alcohol access, availability and pricing³ in addition to alcohol marketing controls.

In May 2017, the Ontario Public Health Association Alcohol Work Group distributed an advocacy package highlighting modernization of alcohol sales in Ontario yet delayed government action on a comprehensive alcohol strategy (*Appendix A*).

In light of the absence of a provincial alcohol strategy and the modernization of retail alcohol sales in Ontario, several Boards of Health have recently passed resolutions supporting the call for a comprehensive province-wide strategy (Grey Bruce Health Unit, Durham, Middlesex London (*Appendix B*), Wellington-Dufferin Guelph).

Submitted by: Kerry Schubert-Mackey, Director of Community Health & Amanda Mongeon, Program Manager Chronic Disease and Injury Prevention.

References

1. 'Addressing Alcohol Consumption and Alcohol-Related Harms at the Local Level' 2014 Locally Driven Collaborative Project (Cycle 2).
https://www.publichealthontario.ca/en/ServicesAndTools/Documents/LDCP/Alcohol_FinalReport_October2014.pdf
2. The Chief Public Health Officer's Report on the State of Public Health in Canada, 2015: Alcohol Consumption in Canada
<https://www.canada.ca/en/public-health/services/publications/chief-public-health-officer-reports-state-public-health-canada/2015-alcohol-consumption-canada.html>
3. Canadian Institute for Health Information. Alcohol Harm in Canada: Examining Hospitalizations Entirely Caused by Alcohol and Strategies to Reduce Alcohol Harm. Ottawa, ON: CIHI; 2017
<https://www.cihi.ca/en/alcohol-harm-in-canada>

Appendix A



The mission of OPHA is to provide leadership on issues affecting the public's health and to strengthen the impact of people who are active in public and community health throughout Ontario.

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Pegeen Walsh
E-mail: PWalsh@opha.on.ca

Constituent Societies

Association of Ontario
Health Centres (AOHC)

Association of Public Health
Epidemiologists in Ontario (APHEO)

Association of Supervisors of
Public Health Inspectors of Ontario
(ASPHIO)

Canadian Institute of Public Health
Inspectors (Ontario Branch) (CIPHIO)

Community Health Nurses'
Initiatives Group (RNAO)

Health Promotion Ontario (HPO)

Ontario Association of Public
Health Dentistry (OAPHD)

Ontario Society of Nutrition
Professionals in Public Health (OSNPPH)

The Ontario Association of Public Health
Nursing Leaders, (OAPHNL)

Charitable Registration
Number 11924 8771 RR0001

June 5, 2017

Attention: All Substance Misuse & Injury Prevention and Chronic Disease
Prevention Managers

Re: Advocacy package highlighting ongoing modernization of retail alcohol
sales in Ontario and delayed government action on a comprehensive
alcohol policy to minimize harms

The Ontario Public Health Association is concerned about the delay in
moving forward with a comprehensive province-wide alcohol policy as
announced in December 2015. The proposed Spring 2016 launch has long
passed, and the government's recent announcement that 76 more grocery
store outlets will be licensed to sell wine brings the total number of grocery
store outlets to 206 as of July 1, 2017. OPHA encourages all Ontario health
units to join efforts to raise awareness about the public health impact of the
significant increase in retail access of alcohol in Ontario. We applaud the
recent letter sent by Wellington-Dufferin-Guelph Public Health on this issue.

The attached briefing note, template cover letter and infographic are being
shared with you to help engage your senior leadership and Boards of Health
and to help facilitate advocacy efforts on this issue. Individual Health Units
are encouraged to include their own information and adapt for local use.

It is well established that increased alcohol availability leads to increased
consumption and alcohol-related harms. In order to address the health and
social harms of alcohol, and the impact of increased access, a comprehensive
strategy is needed.

Please join us in calling on the government to both fulfil its promise and
prioritize the health and wellbeing of Ontarians by enacting a
comprehensive, evidence-based alcohol strategy as soon as possible.

Sincerely,

Cathy Edwards, Co-Chair
OPHA Alcohol Work Group

Pegeen Walsh
Executive Director

Timeline of Government of Ontario's Actions to Modernize Alcohol Sales and to Develop a Province-wide Alcohol Policy to Minimize Harms

Action by Government to modernize alcohol sales in Ontario

April 11, 2014
Premier's Advisory Council is convened to advise on maximizing value and performance of government assets.

May 1, 2014
VOA wines available at farmers' markets

April 16, 2015
Advisory Council report on beer sales.

April 23, 2015
2015 Ontario Budget: Government commits to implement the Advisory Council's recommendations and to develop initiatives to support the safe consumption of alcohol

December 15, 2015
Beer is available in 58 grocery stores.

February 18, 2016
Advisory Council report on wine and spirit sales.

June 24, 2016
Ciders are available in grocery stores.

July 26, 2016
The LCBO launches new e-commerce platform and home deliveries.

October 28, 2016
Wine is available in 67 grocery stores.

February 6, 2017
The Government announces a new round of bidding for alcohol sales in grocery stores.

July 1, 2017
Alcohol will be available in 206 grocery stores.

Total Retail Availability of Alcohol in Ontario
659 LCBO¹
551 Ferment on Premises²
507 ON Winery Retail³
447 Beer Store¹
212 LCBO Agency¹
206 Grocery Stores⁴
150 On-site Brewery Retail³
72 Licensed Delivery Services⁵
69 Farmers' Markets⁶
18 On-site Distillery Retail³
15 Duty Free^{3,7}
LCBO Online Sales/Delivery

2014

2015

2016

2017

December 18, 2015
Government announces the development of a province-wide Alcohol Policy to support their commitment on the safe and responsible consumption of alcohol.

February 2016
MOHLTC⁸ consultation on Alcohol Policy framework. Proposed launch in spring 2016.

June 20, 2016
Increase in minimum price of wine.⁹

January 1, 2017
Calories are required to be posted on menus (including alcohol).

April 27, 2017
2017 Ontario Budget: Funding for FASD.

Province-wide Alcohol Policy to Minimize Harms

PENDING

Action by Government to develop a province-wide Alcohol Policy to minimize harms

Notes: [1] Reporting year, 2016/17. [2] Reporting year, 2014/15. [3] Reporting year, 2015/16. [4] As of May 2017. [5] As of July 1, 2017. Plans for up to 450 locations have been announced. [6] For 2017, 69 farmers' markets are authorized to sell wine; this number may vary each year. [7] Includes airports and land border crossings. [8] MOHLTC = Ministry of Health and Long-Term Care. [9] Implemented over 3 years.

Appendix B



August 8, 2017

The Honourable Eric Hoskins
Ministry of Health and Long-Term Care
10th Floor, Hepburn Block
80 Grosvenor Street
Toronto, ON M7A 2C4

Dear Minister Hoskins:

Re: Modernization of alcohol sales in Ontario

On behalf of the Middlesex-London Board of Health, I am writing to call on the Government of Ontario to fulfil its commitment to develop a comprehensive, province wide strategy to minimize harm and support the safe consumption of alcohol, in light of the expansion of alcohol sales in Ontario. Alcohol remains the most harmful drug in society, impacting tens of thousands of Ontarians every year.

The Ontario Government has committed to social responsibility as it increases the availability of alcohol; however, actions by government since 2014 indicate that economic interests are superseding the health and well-being of Ontarians.

It is well established that increased alcohol availability leads to increased consumption and alcohol-related harms. A comprehensive, provincially led alcohol strategy can help mitigate the harms of alcohol. Effective policy interventions include socially responsible alcohol pricing, limits on the number of retail outlets and hours of sale, and restrictions on alcohol marketing. Strong evidence shows that these three policy levers are among the most effective interventions especially when paired with targeted interventions such as drinking and driving countermeasures, enforcement of the minimum legal drinking age and referral activities.

In order to address the health and social harms of alcohol, and the impact of increased access, a comprehensive strategy is needed. The Middlesex-London Board of Health calls on the government to prioritize the health and wellbeing of Ontarians by enacting a comprehensive, evidence-based alcohol strategy to minimize harms.

Sincerely,



Jesse Helmer, Chair
Middlesex-London Board of Health

cc: Premier Kathleen Wynne
The Ontario Public Health Association

August 8, 2017

The Ontario Public Health Association
44 Victoria Street, Suite 502
Toronto, ON M5C 1Y2

Re: Modernization of alcohol sales in Ontario

At its July 20, 2017 meeting, under Correspondence item e), the Middlesex-London Board of Health considered correspondence from the Ontario Public Health Association and voted to endorse the following:

- e) Date: June 8, 2017
Topic: Modernization of Alcohol Sales in Ontario
From: Ontario Public Health Association
To: All Health Units

Background:

The Ontario Public Health Association (OPHA) Alcohol Workgroup recently created and advocacy package highlighting the ongoing modernization of retail alcohol sales in Ontario. The workgroup prepared a briefing note, template cover letter and infographic to help engage senior leadership and Boards of Health to help facilitate advocacy efforts on this issue.

Recommendation:

Endorse.

It was moved by Mr. Ian Peer, seconded by Ms. Maureen Cassidy, *that the Board of Health endorse item e)*
Carried

The Middlesex-London Board of Health supports the Ontario Public Health Association's advocacy package highlighting the ongoing modernization of retail alcohol sales in Ontario and calls on the government to enact a comprehensive alcohol strategy to minimize harms.

Sincerely,



Jesse Helmer, Chair
Middlesex-London Board of Health

cc: Ontario Boards of Health



Thursday September 14, 2017

Mayor Carman Kidd
Councillors
City of Temiskaming Shores
P.O. Box 2050, 325 Farr Drive
Haileybury (On) P0J 1K0

Re: Art in the Park, North on Tap, Farmer's Market, Flower pots

Dear Mayor,
Dear City Councillors,

As a contributor to the 150th Anniversary Celebrations, ARTEM closely collaborated with the Temiskaming Art Gallery and the City of Temiskaming Shores for the Art in the Park Wednesday evenings. During those eight weeks, a city crew person efficiently helped set up and take down tables and chairs and help with other necessities. As a member of ARTEM and of the Temiskaming Art Gallery, I want to thank the City for this precious help. I especially want to thank you on the purchase of the new light weight plastic tables and chairs. What a difference this makes for all us "greys" setting up an event!

ARTEM received a grant from Ontario 150th and helped cover costs for the evening performances. Weekly attendance varied between 200 to 350 participants. Even on rainy nights, the Pavilion was full. Art in the Park is beginning to be a regular part of summer evenings in Temiskaming Shores. This is the realisation of part of the City's cultural plan.

I believe that the partnership between the City of Temiskaming Shores, the Temiskaming Art Gallery and Centre culturel ARTEM contributed to a very successful summer of Art in the Park. As did the City's partnership with North on Tap. What a great event and what a success! You have a dedicated city staff of workers and they are to be commended for the help provided to all community events. And you, as City councillors, are also to be praised for supporting these community events. These collaborations benefit all in our community.

I would, if I may, like to bring to your attention the parking situation at Art in the Park. I worked as a traffic controller on the five nights I was in attendance. When left on their own, people park everywhere and essentially prevent emergency vehicles from entering the site.

Parking on MacFarlane Street is also difficult with people parking on both sides. I am told, that on one of the nights I was not there, an ambulance was called but could not enter the site. Attendants had to walk their stretcher down from MacFarlane Lane and walk back up with the patient.

I would like to provide the following suggestions to the committee or persons responsible for parking issues.

1. Parking be allowed only on one side of the MacFarlane Street with appropriate signage indicating this.

2. Parking along the laneway leading to the boat dock gate be prohibited with signs indicating a 15 minute drop off zone. This would prevent cars from parking all along the lane and essentially causing cars to ride on the walkway and into the children's playground.
3. Two parking spaces for handicapped person, if required, be situated on either side of the black metal fence and tree near the fence.
4. Signage at the entrance to the boat lane indicate that parking is available at City Hall and at the Curling Rink. Visitors are not aware of this and must be guided to this.
5. Exception to the parking restrictions would be the Classic Cars. They are a very disciplined group and Robert Lott keeps a tight control over this group. They are an important component to the Art in the Park evenings.

End of suggestions for parking at the Waterfront Pavilion.

On another matter, I would like to commend City council on the improvements to the Farmer's Market. The automatic doors, the bathroom facility improvements were much needed and are much appreciated. The outside kiosks give it a real Farmer's Market feeling and look. The addition of the Wabi front patio and the opening onto it are a real asset. Bravo and thank you for these wonderful additions.

Finally, I want to say how beautiful the City looked with the beautiful and generous flower pots, the flower boxes and that wonderful 150th anniversary bench. I realize that this is part of the BIA's 150th planning but this is a look and feel that is inviting to tourists and residents alike. I hope this will be part of the city's welcoming feeling going forward.Now, if we could also have designated patio spaces for restaurants. In certain Québec cities, part of the parking allotment is used as a patio space. The area is blocked off with wooden planters and concrete flower blocks. Plants are planted at a height that provides a sense of privacy to customers. Something for future consideration to attract more tourists to downtown New Liskeard and Haileybury.

Mayor Kidd and City councillors, please keep improving and beautifying Temiskaming Shores and making Temiskaming Shores the cultural destination of Northern Ontario.

Sincerely,



Réjeanne Bélisle-Massie
Présidente
Centre culturel ARTEM

**President
Présidente**

Jenny Gerbasi
Deputy Mayor
City of Winnipeg, MB

August 31, 2017

**First Vice-President
Première vice-présidente**

Sylvie Goneau
Conseillère
Ville de Gatineau, QC

His Worship Mayor Carman Kidd
and Members of Council
City of Temiskaming Shores
325 Farr Drive, P.O. Box 2050
Haileybury, Ontario
POJ 1K0

**Second Vice-President
Deuxième vice-président**

Bill Karsten
Councillor
Halifax Regional
Municipality, NS

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

Application number: MAMP-15352

**Third Vice-President
Troisième vice-président**

Garth Frizzell
Councillor
City of Prince George, BC

Dear Mayor Kidd and Members of Council:

**Past President
Président sortant**

Clark Somerville
Councillor
Regional Municipality
of Halton, ON

On behalf of the Municipal Asset Management Program (MAMP) it is my pleasure to confirm that the City of Temiskaming Shores has been approved for a grant in the amount of up to \$49,754.

In the near future, Benjamin Koczowski will contact Douglas Walsh, Director of Public Works of the City of Temiskaming Shores to finalize the agreement for the grant. FCM's obligation to fund the above-noted initiative will only become binding once the agreement is fully executed.

**Chief Executive Officer
Chef de la direction**

Brock Carlton
Ottawa, ON

Public announcements regarding MAMP-funded initiatives are overseen by FCM in partnership with the Government of Canada. Your municipality is welcome to participate in that process, but until authorised by FCM and Infrastructure Canada, any public statements related to the status of the application for MAMP funding are not permitted. This communication protocol is contained in the grant agreement. If you require further information prior to receiving the contract, please contact Benjamin at 343-925-6404 or by e-mail at bkoczowski@fcm.ca.

Thank you for your interest in MAMP. We look forward to working with you to improve asset management practices in your community, and to sharing the results of your initiative with communities across Canada.

Sincerely,

Michael Burt
Manager, Funding

10, rue Rideau Street,
Ottawa, Ontario

**Mailing address/
adresse postale**

24, rue Clarence Street,
Ottawa, Ontario K1N 5P3

T. 613-241-5221
F. 613-241-7440

www.fcm.ca

cc: Douglas Walsh, Director of Public Works



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

Meeting Minutes

Wednesday, May 31, 2017

Present: Chair: Carman Kidd
Members: Robert Dodge; Florent Heroux; Suzanne Othmer; Voula Zafiris

Regrets: Angela Hunter; Maria McLean

Also Present: Jennifer Pye, Secretary-Treasurer

Public: Frank Stap – Applicant, A-2017-04 (NL)

1. Opening of Meeting

Resolution No. 2017-18

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be opened at 1:30 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2017-19

Moved By: Robert Dodge

Seconded By: Florent Heroux

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2017-20

Moved By: Florent Heroux

Seconded By: Robert Dodge

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the April 26, 2017 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

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

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

5.1 Consent Application A-2017-02(H) – Jean-Marc Genier on behalf of Diane Robitaille, 383 Joyal Drive

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

Meeting Minutes

Wednesday, May 31, 2017

The Chair declared the public hearing for Consent Application A-2017-02(H) to be open.

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

Subject land: 383 Joyal Drive; Plan M21NB Lot 53 and 55, Parcels 20240SST and 7720SST; Town of Haileybury, City of Temiskaming Shores.

Purpose of the application: The purpose of the application is to sever a 4.1m (13.5') wide strip of land from the west side of the property at 383 Joyal Drive, to be added to the adjacent property at 395 Joyal Drive. The applicant, Mr. Genier, is the owner of 395 Joyal Drive and is requesting the additional property in order to allow for the construction of a detached garage adjacent to the existing single detached dwelling. An existing detached shed is to be removed prior to construction of the garage.

383 Joyal Drive is made up of lots 53 and 55 on Plan M128NB. Lot 55 is the western-most lot and is the lot from which the 13.5' strip will be severed. This lot was purchased from the City by the owner of 383 Joyal Drive in 1998. The City's records contain no indication that this lot was previously developed.

Statutory public notice: The application was received on April 12, 2017 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on May 17, 2017 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

Jennifer Pye summarized the Planning Report and advised that in her opinion the application is consistent with the Provincial Policy Statement (2014), and meets the general intent and purpose of the City of Temiskaming Shores Official Plan and Town of Haileybury Zoning By-law 85-27, and respectfully requested that the Committee approve the application.

The Committee questioned if the planning report had been provided to the property owner. The Planner advised that the application form indicated all communication was to be with the applicant so a copy of the planning report had not been provided to the property owner.

The Committee considered the following resolution:

Resolution No. 2017-21

Moved By: Robert Dodge

Seconded By: Voula Zafiris

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2017-02(H) as submitted by Jean-Marc Genier on behalf of Diane Robitaille for the following lands: 383 Joyal Drive, Plan M21NB Lot 53 and 55, Parcels 20240SST and 7720SST; Town of Haileybury, City of Temiskaming Shores;

And whereas the applicant is requesting to sever a 4.1m (13.5') wide strip of land from the west side of the property at 383 Joyal Drive, to be added to the adjacent property at 395 Joyal Drive;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated May 26, 2017 and has considered the recommendations therein;

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

Meeting Minutes

Wednesday, May 31, 2017

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2017-02(H) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) Two copies of the signed Acknowledgement and Direction;
 - b) The “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
 - b) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the “Transfer in Preparation” and/or “Transfer Easement in Preparation”;
 - c) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- 2) This is a lot addition, therefore Section 50(3) of 50(5) of the Planning Act applies to any future conveyance or transactions involving the severed property;
- 3) That the applicant determines, through the appropriate authority, the location of all utility services for 383 Joyal Drive, and that no utility services are located on the proposed severed portion, or where utility services are located on the severed portion the applicant agrees in writing to relocate these services at his/her own expense;
- 4) That the applicant obtain approval of deeming by-laws for both 383 Joyal Drive and 395 Joyal Drive to allow the existing subdivision lots forming each property to merge on title so future dealing with the individual lots is not permitted except through granting of consent.

Carried

5.2 Minor Variance Application A-2017-04(NL) – Frank Stap, 151 Radley Hill Road

The Chair declared the public hearing for Minor Variance Application A-2017-04(NL) to be open.

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

Subject land: 151 Radley Hill Road; Plan M79NB Lots 64 and 65; Parcel 11858SST; Town of New Liskeard, City of Temiskaming Shores.

Purpose of the application: The purpose of the application is to permit the construction of a 5.4m x 7.2m (18’ x 24’) detached garage on the property prior to the construction of a new single detached dwelling. The garage is also proposed to be located closer to the west side property line than is permitted in the Zoning By-law and the owner is requesting to reduce the side setback from 6m (20’) to 3.5m (11.4’). The reason for this reduction is to allow the existing driveway from Radley Hill Road to be used to access the garage.

The property has previously been used for residential purposes, however the former dwelling was demolished in 2010. Ownership of the property has not changed since the demolition of the dwelling.

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

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

Meeting Minutes

Wednesday, May 31, 2017

Provision	Zoning By-law 2233	Subject Property
Section 6(2)(a) – Accessory Building	“means a detached building which is incidental, subordinate and exclusively devoted to a main building or main use and located on the same lot therewith.”	Permit the construction of a garage prior to the construction of a new single detached home.
Section 5(2)(h) – Building Setback, Side (minimum)	6.0m	3.5m for detached garage

Statutory public notice: The application was received on May 8, 2017 and was circulated to City staff. Notice of the complete application and the public hearing was advertised in the Temiskaming Speaker on May 17, 2017 in accordance with the statutory notice requirements of the Planning Act. Notice was also mailed to property owners within 60m of the subject land.

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

The committee considered the following resolution:

Resolution No. 2017-22

Moved By: Voula Zafiris

Seconded By: Florent Heroux

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2017-04(NL) as submitted by Frank Stap for the following lands: 151 Radley Hill Road; Plan M79NB Lots 64 and 65; Parcel 11858SST; Town of New Liskeard, City of Temiskaming Shores;

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

- 1) Section 2(6)(a) requires an accessory use be incidental, subordinate and exclusively devoted to a main building or use and located on the same lot therewith. The applicant is requesting to construct a detached garage prior to the construction of a single detached dwelling.
- 2) Section 5(2)(h) requires a minimum side building setback of 6m. The applicant is requesting 3.5m for the detached garage;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated May 26, 2017 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Minor Variance Application A-2017-04(NL).

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from Section 2(6)(a) of Zoning By-law 2233 to allow the

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

Meeting Minutes

Wednesday, May 31, 2017

detached garage to be constructed prior to the single detached dwelling;

That the Committee of Adjustment grant relief from Section 5(2)(h) of Zoning By-law 2233 to permit a minimum side building setback for the detached garage of 3.5m;

Subject to the following conditions:

- 1) The approval of the minor variance related to construction of the detached garage prior to the single detached dwelling expires after 2 years from the date of approval;
- 2) That in the event that a residential dwelling is not constructed on the property before the expiration of this approval, the City may have the detached garage removed from the property and the cost of removal will be charged back to the property owner in like manner as taxes that are due or owing;
OR
- 2) The property owner shall enter into an agreement with the City agreeing that, in the event that a residential dwelling is not constructed on the property before the expiration of this approval, the property owner will remove the detached garage upon the City's request.

For the following reasons:

In the opinion of the Committee:

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

With the following consideration given to written and oral submissions:

None received.

Carried

6. New Business

6.1 2017-2018 Schedule of Meetings

Resolution 2017-23

Moved By: Robert Dodge

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment adopts the 2017-2018 Schedule of Meetings.

Carried

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, June 28, 2017

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

Meeting Minutes

Wednesday, May 31, 2017

9. Adjournment

Resolution 2017-24

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment meeting be closed at 2:10 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer



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

Minutes of the Regular Meeting of the Board
held on Wednesday, April 26, 2017, 5:30 p.m.
at the NEOFACS Boardroom – 40 Third Street, Englehart

PRESENT: Jim Whipple – Chair; Cliff Fielder; Patricia Hewitt; Norm Mino; Airianna Misener;
Tina Sartoretto; Don Studholme, CAO.

REGRETS: Doug Jelly – Vice-Chair; Clermont Lapointe; Todd Morgan

STAFF: Dani Grenier-Ducharme, Children's Services Manager; Janice Loranger, Director of
Finance

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

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2017-25 MOVED by Norm Mino and SECONDED by Tina Sartoretto

THAT the agenda of the regular meeting of the Board held on April 26, 2017 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-26 MOVED by Patricia Hewitt and SECONDED by Tina Sartoretto

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

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 OTHER BUSINESS

6.1 Appointment of Area 6 Representative - South TWOMO Board Member

Chair Jim Whipple welcomed Airianna Misener to the Board as the new Area 6 Representative.

Resolution # 2017-27 MOVED by Cliff Fielder and SECONDED by Norm Mino

THAT the Board approve the appointment of Airianna Misener as the Board Member for the South Territory without Municipal Organization until the end of this term on December 31, 2018.

CARRIED.

6.2 DTSSAB Consolidated Financial Statements

Janice Loranger, Director of Finance, presented this item for information.

6.3 DTS Audit Results Report to the Board - 2016

Janice Loranger, Director of Finance, presented this item for approval.

Resolution # 2017-28 MOVED by Cliff Fielder and SECONDED by Norm Mino

THAT the Board approve the 2016 Audited Financial Statements.

CARRIED.

6.4 Co-location Capital Project – KL NEOFACS Building

Dani Grenier-Ducharme, Children's Services Manager, presented this item for approval.

Resolution # 2017-29 MOVED by Tina Sartoretto and SECONDED by Norm Mino

THAT the Board approve the second payment of Five hundred & thirty two thousand Dollars (\$532,000.00), which is twenty percent (20%) of the Conditional Grant, to be paid to North Eastern Ontario Family And Children's Services (NEOFACS) upon receipt by the DTSSAB of proof of fifty percent (50%) completion of construction/renovation of the Hub/ Child Care Centre for the Premises.

CARRIED.

6.5 OEYCFC – MEDU Progress Report

Dani Grenier-Ducharme, Children's Services Manager, presented this item for approval.

Resolution # 2017-30 MOVED by Cliff Fielder and SECONDED by Norm Mino

THAT the Board approve the OEYCFC – MEDU Progress Report as presented. A more detailed report will be presented in September 2017.

CARRIED.

6.6 Data Analysis Coordination Services – Contract

Dani Grenier-Ducharme, Children's Services Manager, presented this item for approval.

Resolution # 2017-31 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt

THAT the Board approve the expenditure of \$65,837.70 for the Data Analysis Coordination (DAC) Services contract between the DTSSAB and the Sault Ste. Marie Innovation Center.

CARRIED.

6.7 CUPE Negotiations

Don Studholme, CAO, presented this item for approval.

Resolution # 2017-32 MOVED by Cliff Fielder and SECONDED by Airianna Misener

THAT the Board approve the CUPE Collective Agreement that will begin retroactively on January 1, 2017 and expire on December 31, 2019 with the following financial amendments:

- **Wage increase of 1.5% per annum effective January 1, 2017, January 1, 2018 and January 1, 2019**
- **Management will increase the Building Custodians from 5 full time and 1 part time equivalent to 6 full time**
- **Management will provide Building Custodians appropriate winter wear with health and safety reflective identification every two years instead of a \$400 stipend every two years**
- **Management will increase the Safety Footwear from \$200 to \$250**
- **Drug Plan will cover generic drugs and single source drugs at 100% and brand name drugs at 60% and a commitment to study the increasing costs of drugs before the expiry of this Collective Agreement.**

CARRIED.

6.8 Non-Union Members

Don Studholme, CAO, presented this item for approval.

Resolution # 2017-33 MOVED by Airianna Misener and SECONDED by Norm Mino

THAT the Board approve a 1.5% per annum increase for the non-union members and the management team effective January 1, 2017, January 1, 2018 and January 1, 2019 and other changes that were noted in the Memorandum of Settlement between CUPE, Local 4357 and the DTSSAB dated March 22, 2017.

CARRIED.

6.9 2017 Q1 CAO Operational Overview Board Report

Don Studholme, CAO, presented this item for information.

6.10 NOSDA General Annual Meeting - June 7, 2017 – North Bay

Don Studholme, CAO, presented this item for information and for approval.

Resolution # 2017-34 MOVED by Norm Mino and SECONDED by Cliff Fielder

THAT the following Board Members be approved to attend the NOSDA Annual Meeting in North Bay with expenses from June 7 to June 9, 2017: Jim Whipple, Tina Sartoretto, Patricia Hewitt, Cliff Fielder.

CARRIED.

7.0 ADJOURNMENT / NEXT MEETING

Resolution # 2017-35 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt

RESOLVED THAT the Board meeting be hereby adjourned at 7:13 p.m.

AND that the next meeting be held on May 17, 2017, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Jim Whipple, Board Chair

May 17, 2017
Date

Recorder: Don Studholme



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

Minutes of the Regular Meeting of the Board
held on Wednesday, May 17, 2017, 5:30 p.m.
at the NEOFACS Boardroom – 40 Third Street, Englehart

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

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

MEDIA: Darlene Wroe, Temiskaming Speaker;

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

CALL TO ORDER: The Regular Meeting of the Board was called to order at 5:41 p.m.

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2017-36 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt

THAT the agenda of the regular meeting of the Board held on May 17, 2017 be approved as amended: Two additions to item 6.0 Correspondence:

**6.2) Letter from the Ministry of Community and Social Services dated May 15, 2017
Re: Governance and Accountability Review;**

**6.3) Letter from the Ministry of Community and Social Services dated May 5, 2017
Re: Human Services Integration Office**

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-37 MOVED by Cliff Fielder and SECONDED by Airianna Misener

THAT the minutes of the regular Board meeting held on April 26, 2017 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 CORRESPONDENCE

6.1 Town of Kirkland Lake Resolution re: DTSSAB Reserves

This item was discussed under New Business, item 7.6) DTSSAB Reserves

**6.2 Letter from the Ministry of Community and Social Services dated May 15, 2017
Re: Governance and Accountability Review**

Don Studholme, CAO, presented this item for information. This letter will also be forwarded to all 23 municipalities.

**6.3 Letter from the Ministry of Community and Social Services dated May 5, 2017
Re: Human Services Integration Office**

Don Studholme, CAO, presented this item for information.

Resolution # 2017-38 MOVED by Clermont Lapointe and SECONDED by Norm Mino

THAT the Board receive the Correspondence as presented, for information.

CARRIED.

7.0 OTHER BUSINESS

7.1 Demtroys System Update

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

7.2 Smoking Unit Turnover Costs

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

7.3 Home For Good – Expression of Interest Submission

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

7.4 Social Infrastructure Funding (SIF) and Year 4 IAH

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

Resolution # 2017-39 MOVED by Clermont Lapointe and SECONDED by Cliff Fielder

THAT the Board agree to build affordable housing in Temiskaming Shores under the Timiskaming District Housing Corporation (TDHC) umbrella using the Investment in Affordable Housing (IAH) 2014 Extension and the Social Infrastructure Funding (SIF) allocations totalling up to \$1,073,870.00.

The intended housing would be accessible housing and 2 bedroom units using a four-plex or six-plex design targeting low to moderate income households in the District.

CARRIED.

7.5 DTSSAB Finance Q1 Report

Janice Loranger, Director of Finance, presented this item for information.

7.6 DTSSAB Reserves

Don Studholme, CAO, presented this item to the Board for discussion. Board Director Norm Mino also provided information for discussion. The Board directed the CAO to prepare a report outlining different scenarios regarding the working fund reserves. This item will be brought forward at the next meeting.

Janice Loranger, Kelly Black, Steve Cox, Darlene Wroe and Merrill Bond left the meeting at 8:25 p.m.

8.0 In Camera Session

Resolution # 2017-40 MOVED by Doug Jelly and SECONDED by Todd Morgan

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

CARRIED.

9.0 Return to the Regular Meeting

Resolution # 2017-41 MOVED by Cliff Fielder and SECONDED by Norm Mino

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 8:37 p.m.

CARRIED.

10.0 ADJOURNMENT / NEXT MEETING


Resolution # 2017-42 MOVED by Clermont Lapointe and SECONDED by Airianna Misener

RESOLVED THAT the Board meeting be hereby adjourned at 8:38 p.m.

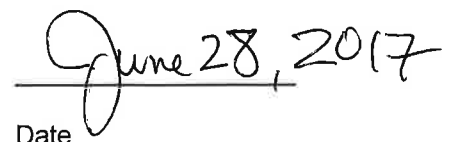
AND that the next meeting be held on June 21, 2017, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Jim Whipple, Board Chair



Date

Recorder: Lise Gauvreau



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

Minutes of the Regular Meeting of the Board
held on Wednesday, June 28, 2017, 5:30 p.m.
at the Englehart Medical Centre - 63, 5th Street, Englehart

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

Cliff Fielder joined the meeting by telephone conference call.

STAFF: Janice Loranger, Director of Finance

MEDIA: Darlene Wroe, Temiskaming Speaker;

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

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

1.0 DISCLOSURE OF PECUNIARY INTEREST

None

2.0 PETITIONS AND DELEGATIONS

None

3.0 ADDITIONS TO AGENDA / ACCEPTANCE OF AGENDA

Resolution # 2017-43 MOVED by Doug Jelly and SECONDED by Todd Morgan

THAT the agenda of the regular meeting of the Board held on June 28, 2017 be approved as amended:

Additions to item 6.0 Correspondence: 6.3) Letter from Jim Whipple re: DTSSAB Reserves

Combine and discuss all together item 7.4) Social Housing Capital Reserves and item 7.5) DTSSAB Working Capital Reserves.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-44 MOVED by Tina Sartoretto and SECONDED by Patricia Hewitt

THAT the minutes of the regular Board meeting held on May 17, 2017 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 CORRESPONDENCE

6.1 Letter from the Township of Evanturel dated June 16, 2017 re: DTSSAB Reserves

This item was discussed under New Business, item 7.5) DTSSAB Capital Working Reserves

6.2 Letter from the Town of Englehart dated June 7, 2017 re: DTSSAB Reserves

This item was discussed under New Business, item 7.5) DTSSAB Capital Working Reserves

6.3 Letter from Jim Whipple re: DTSSAB Reserves

This item was discussed under New Business, item 7.5) DTSSAB Capital Working Reserves

Resolution # 2017-45 MOVED by Clermont Lapointe and SECONDED by Doug Jelly

- **THAT the Board receive the Correspondence as presented for information.**

CARRIED.

7.0 OTHER BUSINESS

7.1 Donation of Retired Ambulance to District School Board North East

Don Studholme, CAO, presented this item to the Board for information and for approval. The Board requested documentation regarding the transfer of ownership.

Resolution # 2017-46 MOVED by Patricia Hewitt and SECONDED by Clermont Lapointe

THAT the Board approve the donation of retired ambulance (unit 13-0901) to the District School Board of Ontario North East for educational purposes at no cost to the DTSSAB.

CARRIED.

7.2 French Language Services (FLS)

Don Studholme, CAO, presented this item to the Board for information and for recommendation.

Resolution # 2017-47 MOVED by Doug Jelly and SECONDED by Arianna Misener

THAT the Board approve the French Language Services Plan under Service Clause 3 for 2017/2018.

CARRIED.

7.3 Audit Services for 2017-2019

Janice Loranger, Director of Finance, presented this item for approval.

Resolution # 2017-48 MOVED by Clermont Lapointe and SECONDED by Tina Sartoretto

THAT the Board approve to extend the term of the audit services with Grant Thornton LLP for 2017, 2018, and 2019.

CARRIED.

7.4 Social Housing Capital Reserves and 7.5 DTSSAB Working Capital Reserves

Don Studholme, CAO, presented these items to the Board for discussion and for approval. Mr. Mino presented to the Board a survey that Kirkland Lake staff completed in regards to how municipalities responded when asked if they would like some of the reserves returned to the municipalities.

Resolution # 2017-49 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

THAT the Board transfer \$1,000,000 to the Social Housing Capital Reserve from the Working Capital Reserve to help offset future expenditures to maintain our buildings and provide necessary upgrades to meet legislative requirements.

CARRIED.

The Board further discussed the DTSSAB Capital Working Reserves and whether some of this Reserve should be returned to the municipalities and TWOMO.

Resolution #2017- MOVED by Todd Morgan and SECONDED by Norm Mino

THAT the Board reduce the Working Capital Reserve by \$2,000,000 and send this reduction back to the DTSSAB 23 municipalities and the Territories Without Municipal Organization (TWOMO) as per the 2017 apportionment percentage.

Tina Sartoretto offered a friendly amendment to the motion by suggesting the amount of the motion be reduced from \$2,000,000 to \$1,000,000. Mr. Morgan and Mr. Mino agreed to the amendment.

Resolution # 2017-50 MOVED by Todd Morgan and SECONDED by Norm Mino

THAT the Board reduce the Working Capital Reserve by \$1,000,000 and send this reduction back to the DTSSAB 23 municipalities and the Territories Without Municipal Organization (TWOMO) as per the 2017 apportionment percentage.

Patricia Hewitt requested a recorded vote on this resolution.

	<u>In Favour</u>	<u>Opposed</u>	
Arianna Misener		✓	Carried: _____
Clermont Lapointe	✓		Defeated: _____ ✓
Clifford Fielder	n/a	n/a	Deferred or Tabled: _____
Doug Jelly		✓	
Jim Whipple		✓	
Norm Mino	✓		
Patricia Hewitt		✓	
Tina Sartoretto	✓		
Todd Morgan	✓		
Total:	4	4	

Darlene Wroe left the meeting at 6:20 p.m.

7.6 CAO Report

Don Studholme, CAO, presented this item to the Board for information.

Janice Loranger and Merrill Bond left the meeting at 7:05 p.m.

Cliff Fielder completed his telephone call at 7:06 p.m.

8.0 In Camera Session

Resolution # 2017-51 MOVED by Doug Jelly and SECONDED by Patricia Hewitt

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

CARRIED.

9.0 Return to the Regular Meeting

Resolution # 2017-52 MOVED by Clermont Lapointe and SECONDED by Tina Sartoretto

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 7:16 p.m.

CARRIED.

10.0 ADJOURNMENT / NEXT MEETING

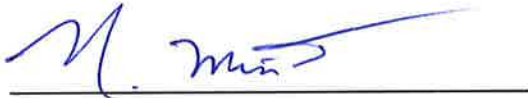
Resolution # 2017-53 MOVED by Patricia Hewitt and SECONDED by Clermont Lapointe

RESOLVED THAT the Board meeting be hereby adjourned at 7:17 p.m.

AND that the next meeting be held on August 16, 2017, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



per Jim Whipple, Board Chair



Date

Recorder: Lise Gauvreau



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on June 7, 2017 at 6:30 P.M.

Timiskaming Health Unit – New Liskeard Boardroom

1. The meeting was called to order at 6:32 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores (<i>Teleconference</i>)
Kathleen Bougie	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Kimberly Gauthier	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Audrey Lacarte	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Maria Overton	Provincial Appointee
Sherril Louttit	Provincial Appointee
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart

Regrets

Tony Antoniazzi	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jean-Guy Chamailard	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman

Timiskaming Health Unit Staff Members

Dr. Alex Hukowich	Medical Officer of Health (A) (<i>Teleconference</i>)
Randy Winters	Director of Corporate Services, CEO (A)
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. **PRESENTATION: CANNABIS LEGALIZATION & REGULATION**

By: Janet Smale & Kerry Schubert-Mackey

Janet Smale left the meeting at 7:15 p.m.

4. **APPROVAL OF AGENDA**

MOTION #35R-2017

Moved by: Audrey Lacarte

Seconded by: Merrill Bond

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on June 7, 2017, as presented.

CARRIED

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

None.

6. **APPROVAL OF MINUTES**

MOTION #36R-2017

Moved by: Maria Overton

Seconded by: Kathleen Bougie

Be it resolved that the Board of Health approves the minutes of April 26, 2017 and May 29, 2017, as presented.

CARRIED

7. **BUSINESS ARISING**

None

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

The CEO report was reviewed by the Board for information.

9. **NEW BUSINESS**

a. **Resolution #01-2017: Access to Oral Health/Dental Care for Low-Income Adults-Seniors**

MOTION #37R-2017

Moved by: Merrill Bond

Seconded by: Kim Gauthier

Be it resolved that the Board of Health approves the resolution: Access to Oral Health/Dental Care for Low-Income Adults and Seniors as presented.

CARRIED

- b. **Resolution #02-2017: Tobacco Taxes, Contraband and Plain Packaging**
MOTION #38R-2017
Moved by: Sherri Louttit
Seconded by: Kathleen Bougie
Be it resolved that the Board of Health approves the resolution: Tobacco Taxes, Contraband and Plain Packaging as presented.

CARRIED

10. **CORRESPONDENCE**
MOTION #39R-2017

Moved by: Kim Gauthier
Seconded by: Audrey Lacarte
The Board of Health acknowledges receipt of the correspondence for information purposes;

- The Regional Municipality of Durham
 - Motion to endorse the correspondence of Warden of Lambton County Council, urging the Ontario government to accelerate its commitment to expand Ontario’s provincially funded dental benefits programs to cover low-income adults and older adults.
 - Motion to endorse the correspondence of the Grey Bruce BOH, urging the College of Physicians and Surgeons of Ontario regarding counselling their patients about the risk of opioid addiction and overdose and having naloxone at home.
 - Motion to endorse the correspondence of the Simcoe Muskoka BOH, urging the Ontario government to increase its annual funding of the Vaccine Preventable Disease to support the expanded HPV Immunization program.
- Simcoe Muskoka District Health Unit
Letter to Honourable Eric Hoskins to commend the MOHLTC in releasing the Strategy to Prevent Opioid Addiction and Overdose in Ontario.
- Peterborough Public Health
Motion to support the correspondence from Porcupine Health Unit to expand the low-income dental programs for adults and seniors.
- Middlesex-London Health Unit
Motion to endorse the correspondence of Sudbury & District Health Unit, in regards to a joint statement of action to address the burden of opioid.
- Algoma Public Health
Motion to endorse the correspondence from the Sudbury & District BOH in regards to the provincial and federal opioid strategies.
- Sudbury & District Health Unit
Resolution #20-17 to urge the provincial and federal Ministers of Health to advance regulations prohibiting the sale of caffeinated energy drinks to children and youth under the age of majority.
- Peterborough Public Health
Letter to endorse the motion of Simcoe Muskoka District Health Unit in supporting the federal government’s proposal to commit to a target of less than 5% tobacco use by year 2035 and recommend that government’s approaches include **A Tobacco Endgame for Canada** and that the Smoke-Free Ontario Strategy be aligned.
- Grey Bruce Health Unit
Motion to consider the correspondence from the Wellington-Dufferin-Guelph Public Health

in regards to the enactment of legislation to enforce infection prevention and control practices with personal service settings.

- Chamberlain Township
Resolution to encourage the members of Parliament to endorse Bill S-228 and commend Honourable Jane Philpott for introducing the multi-year Healthy Eating Strategy.
- Wellington-Dufferin-Guelph Public Health
 - Letter to MOHLTC to urge the Ontario government to develop a comprehensive, province-wide strategy to support the safe consumption of alcohol.
 - Motion to advocate for the Ministry of Children and Youth Services to align program service delivery expectations with the annual budget and to fully fund all program costs related to HBHC.
 - Letter to MOHLTC to request that the Ontario government implement a publicly funded HPV immunization catch-up program for boys.
- Peterborough Public Health
Letter to the Minister of Health supporting the correspondence of the Middlesex-London Health Unit regarding the Marketing to Kids Coalition's Ottawa Principles and Further Action on Sugary Drinks.
- Elgin St. Thomas Public Health
Letter to MOHLTC to support the correspondence of the Simcoe Muskoka District Health Unit and Windsor-Essex County Health Unit regarding the inclusion of marijuana as a prescribed product or substance under Bill 178.

CARRIED

Dr. Hukowich and Jesse Foley disconnected from the teleconference line at 7:30 p.m.

11. **IN-CAMERA**

MOTION #40R-2017

Moved by: Maria Overton

Seconded by: Merrill Bond

Be it resolved that the Board of Health agrees to move in-camera at 7:30 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (April 26, 2017)
- b. MOH/CEO Applications-Interview Update
- c. Identifiable Individual

CARRIED

12. **RISE AND REPORT**

MOTION #41R-2017

Moved by: Kathleen Bougie

Seconded by: Audrey Lacarte

Be it resolved that the Board of Health agrees to rise with report at 7:34 p.m.

CARRIED

In-Camera Minutes

MOTION #42R-2017

Moved by: Kim Gauthier

Seconded by: Merrill Bond

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on April 26, 2017 as presented.

CARRIED

13. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on September 6, 2017 at 6:30 p.m. in Englehart.

14. **ADJOURNMENT**

MOTION #43R-2017

Moved by: Audrey Lacarte

Seconded by: Kathleen Bougie

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 7:35 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

Report Content

- Mid-Year Program Highlights
- Upcoming Events
- HR Update

This mid-year report focuses on program activity highlights from Jan. to June of 2017. Teams are working together to collectively achieve Board of Health outcomes. For example the Family Health program staff help to provide immunizations and promote healthy behaviours and injury prevention that also contributes to Chronic Disease and Injury Prevention and the School Team delivers immunization clinics and helps influence the health and well-being of school-aged population across a range of topics and programs.

Looking to the remainder of the year, teams will continue implementing planned work and move forward with evidence informed planning for 2018 activities.

While this report focuses on what has been accomplished to date, a few things on our radar include:

- [Canada's Poverty Reduction Strategy Consultation](#)
- [Canada's Food Guide Revision](#) & [Healthy Eating Strategy](#)
- Final Modernized ON Public Health Standards (plus new or revised protocols & guidelines) *coming soon*.
- [Evidence to Guide Action: Comprehensive Tobacco Control in Ontario \(2016\)](#), report released this May by Public Health Ontario -has up-to-date evidence on interventions for reducing tobacco use in Ontario.
- Newly funded program – 'Enhanced Harm Reduction' to support local opioid response.
- Healthy Babies Healthy Children Program Review Report (commissioned by the Ministry) *coming soon*.
- [ON Bill 148](#) – Fairer Workplaces, Better Jobs Act

Mid-Year Program Highlights.

Population Health Assessment, Surveillance, Research & Knowledge Exchange

- Provided epidemiological analysis for several institutional outbreaks
- Created individual reports re: Long-Term Care Homes and Hospitals staff influenza immunization
- Updated internal epidemiological data reports, including a cancer incidence and mortality report, with most current data and/or enhanced new data to support evidence based population health planning
- Provided a health status summary to the Timiskaming Health System Collaborative and the Chronic Obstructive Pulmonary Diseases working group
- Provided support to the South Timiskaming Hub Collaborative re: their plan to collect data
- Attended a DTSSAB information meeting re: their Ministry directive to conduct homelessness enumeration
- Created and distributed a local *Health Care Provider Newsletter* covering a range of topics

Chronic Disease, Injury & Substance Misuse Prevention

The CDIP team is on target with what was planned for the first half of the year. Any variances are timeline variances which are expected due to the large influence of partnerships and unanticipated opportunities and needs.

Increase levels of physical activity among children and youth and make active living easier in our communities:

- Supported the Town of Kirkland Lake, Riverside Community Church, Kirkland Lake Ski Runners and Temiskaming Shores Public Library in developing and seeking funds for programs
- Provided physical literacy trainings to over 50 Early Childhood Educators (ECEs)
- Delivered *Share the Road* cycling and pedestrian safety campaign in local newspapers, radio, website and via Facebook
- Supported Temiskaming Shores Bike Month activities with a Bike Month Facebook page. The 8 Community Rides saw 70 cyclists and Bike to School Week approximately 250 riders

Improve population eating habits

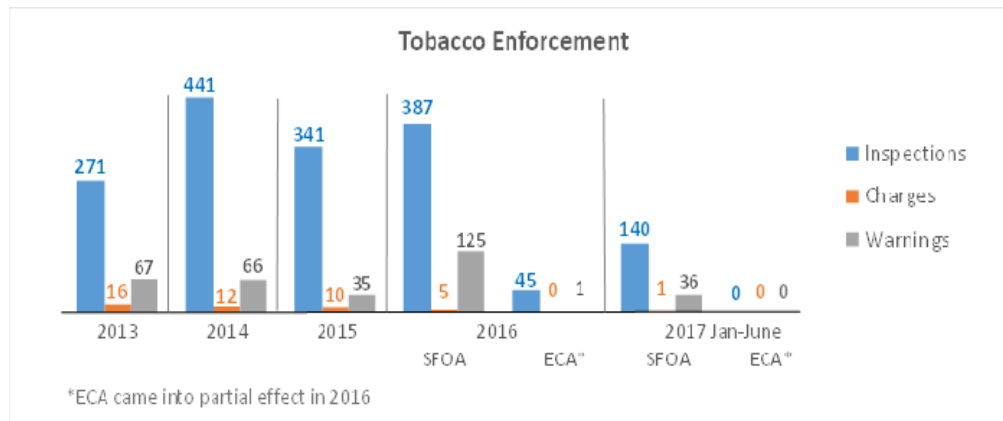
- Inspected 22 premises (59% of requirement) for compliance with *Health Menu Choices Act*
- Implemented Nutrition Month Campaign with radio morning chat & advertising, *Find Freggie* contest in grocery stores and promotion in local schools
- Presented on Healthy Eating for Employment Option clients – 5 participants
- Partnered with Healthy Kids Community Challenge with Healthy Eating in Recreational Settings survey about Temiskaming Shores' arena users healthy eating preferences



Local partners receiving training on Food Skills for Families.

Reduce Tobacco use and exposure (Smoke-Free Ontario & Nicotine Replacement Therapy/NRT funding)

- Delivered 5 cessation workshops to 30 people (receiving 5 week supply of NRT) and NRT vouchers or brief contact intervention to an additional 44 clients.
- Carried out 47 (50% of requirement) youth access /tobacco vendor inspections and 43 (83% of requirement) Display and Promotion Inspections
- Laid 1 charge & 36 warnings under the Smoke-Free Ontario Act. Charge for *Sell tobacco to a person who is less than 19 years old*. Warnings include 8 for *Offer to sell flavoured tobacco product* to 8 different premises, 7 for *Hold lighted tobacco in prohibited place or area* and 6 for *Failure to post "no smoking" signs where smoking is prohibited* (6 separate premises)
- All Electronic Cigarettes Act inspections will take place during Q3 and Q4 2017



Help community partners to deliver diabetes prevention behaviour change programming (100% funded)

Hosted training for community partners to facilitate and deliver:

- Food Skills for Families 6-week Program – 13 agencies trained (n=13)
- Primary Care Diabetes Prevention 12-week Program – 8 agencies trained (n=14)

Promote healthy aging and reduce the number and impact of falls for those aged 65 years plus (funded 50% by NE LHIN)

- Provided continued support to activity programs for older adults: *Soup to Tomatoes* and *Stand UP and* developed database of physical activity options for older adults
- Supported 3 *Spring Fling* events for older adults (KL - 110, New Liskeard - 160, Englehart - 65)
- Delivered nutrition package and interactive activity for older adults at two events

Reduce the frequency, severity and impact of substance misuse and injury

- Promoted the provincial *Rethink Your Drinking* campaign locally on the Low Risk Alcohol Drinking Guidelines (LRADG) and health risks of alcohol (posters, Facebook, TV ads, newspaper and movie theatre commercial). Promoted LRADG in partnership with LCBO and provided information to local Health Care Providers. Had earned media through a media release in local newsprint.
- Promoted *Safe Kids Week* with distribution of books to 10 libraries and Facebook posts
- Delivered bike safety program in 4 schools and supported delivery of bike rodeos in a daycare and one community event (reach 135 children)

Healthy Schools

In Q2 the school team had over 416 interactions with schools (261 elementary, 151 secondary, 4 post-secondary). This excludes some programs implemented by other staff e.g. dental/oral health. Q2 Activity highlights include:

- Supported Playground Activity Leader program at 6 schools and 4 bike safety programs noted above.
- Worked with tobacco prevention youth champions at all secondary schools. Supported them in several events for world no tobacco day, smoke-free movies, and plain and standardized packaging. Recruited youth to attend the NE Indigenous Tobacco Youth Summit however they were unable to attend in the end.

- Ongoing planning and communication re: the Northern Fruit and Vegetable Program which experienced delays at the Ministry level.
- Completed Roots of Empathy program at 2 schools.
- Supported over 10 schools with healthy eating projects. This includes collaborating with the Healthy Kids Community Challenge Sip Smart campaign. Worked with several schools to consider a Sip Smart – water promotion policy. Numerous consultations with schools re: healthy eating.
- Held regular healthy relationship clinics at 3 secondary schools.
- Supported 5 school councils which included one parent engagement survey.
- Supported the Sick kids and McMaster University Vision Testing Program at 4 Kirkland Lake Schools (www.visioncreening.ca).
- Supported several secondary school Youth Mental Health Promotion projects. One large project included training youth champions, implementing school-wide activities and evaluating the project.
- Attended the joint PHU-School Board meeting hosted by Porcupine Health Unit.



Freggie Fridays at School.



Students sharing what makes them feel happy and connected at school.

- Completed immunization clinics for the year (12 clinics held in Q2). Percent of school aged children who have completed immunization (as at end of June) for
 - Hepatitis B : 62%
 - HPV : 55%
 - Meningococcus 87%

Percent students in compliance with the Immunization School Pupils Act (as at end of June).

- 7 or 8 year olds: 94%
- 16 or 17 year olds: 93%

Oral - Dental Health

Dental Screenings (Jan-June)				
Caseload	2014	2015	2016	2017 YTD
Screenings: Pre-Kind/Kind & Grade 2	822	555	937	390
Regular Screenings (additional: Grade 2-4-6)	1153	1043	2217	898
Office Screenings	345	292	238	141

Immunizations, Infectious & Communicable Diseases

- Worked on early adoption of a provincial initiative to increase accessibility of immunization information to clients and their families. Individuals will be able to access their yellow card and update their immunization records online through a portal on the THU website.
- Conducted annual inspections of registered vaccine fridges, 18 of 40 done to date. Education about cold chain and reporting *Adverse Events from Immunization* (AEFI) is provided during these inspections.

Immunization Program (Jan – June 2017)				
<i>Immunizations Administered</i>	<i>NL</i>	<i>KL</i>	<i>ENG</i>	<i>Total</i>
<i># of clients receiving immunizations</i>	900	768	140	1808
<i># of immunizations administered</i>	1752	448	293	2493

Travel Health Consultations (Jan-June 2017)				
<i>Office</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017 (YTD)</i>
<i>Kirkland Lake</i>	335	317	272	181
<i>New Liskeard</i>	478	682	595	391
<i>Englehart</i>	157	81	n/a	n/a

Sexual health services at Timiskaming Health Unit include:

- Information on contraception, Information on STIs, free testing and treatment of STIs
- Confidential or anonymous HIV testing, Emergency Contraception Plan B, Affordable contraception
- Pregnancy testing and information about options, free condoms

Sexual Health (Jan-June)				
<i>Client Services</i>	<i>2014</i>	<i>2015</i>	<i>2016</i>	<i>2017 (YTD)</i>
<i>Male Clients</i>	193	81	129	73
<i>Female Clients</i>	1355	602	864	460
<i>Contraceptives</i>	1,868	812	929	485
<i>Plan B</i>	85	48	41	13
<i>STI Tests</i>	345	208	215	110
<i>Pregnancy Tests</i>	40	33	28	24
<i>BBI Tests</i>	119	79	124	60

Harm Reduction Program at Timiskaming Health Unit include:

- needles, injection and inhalation equipment for injecting or inhaling drugs & information about safer drug use and disposal containers for used needles and sharps
- provision of condoms and information about safer sex
- community referrals to services
- information on Naloxone and overdose prevention and management
- clients commonly report using morphine, crystal meth, other opiates, cocaine, and amphetamines
- the team is submitting a proposal to the Ministry for THU to be a Naloxone distributor.

Harm Reduction Program (Jan-June)				
Client Services	2014	2015	2016	2017 (YTD)
Male Clients	36	45	121	78
Female Clients	10	10	68	41
Needles Distributed	6,900	10,424	12,906	7,917

- This year brought a quiet influenza season with 21 confirmed community cases
- Jan. to June was quite busy supporting institutional respiratory and enteric outbreaks

Infection Control (Jan-June)				
Client Services	2014	2015	2016	2017 (YTD)
Reportable Disease Investigations (non-STI)	70	81	69	37
Outbreaks - Institutional	22	24	14	15
Outbreaks - Community	n/a	1	0	0
Animal Bite Reporting	60	77	29	21
Sexually Transmitted Infections	n/a	89	80	46

Family (Child and Reproductive) Health

All Topics

Coordinated 3 Family Health Coalition meetings involving a variety of partners who offer services to families with children 0-6.

Healthy Eating

- Supported child care providers with healthy eating resources including information on sugar-sweetened beverages in alignment with Healthy Kids Community Challenge theme
- Provided training and updated resources re: NutriSTEP to THU Family Resource Worker
- Delivered a healthy eating workshop to children and parents (n = 12) and an 'Introduction to

solids/infant feeding' workshop to parents and caregivers (n=7) and related train the trainer with 2 Early Years Centre staff.

Child Passenger Safety

- 7 staff were certified for car seat inspections under the Child Passenger Safety Association of Canada (CPSAC) and hosted 2 car seat clinics reaching 7 families.

Online Prenatal Classes

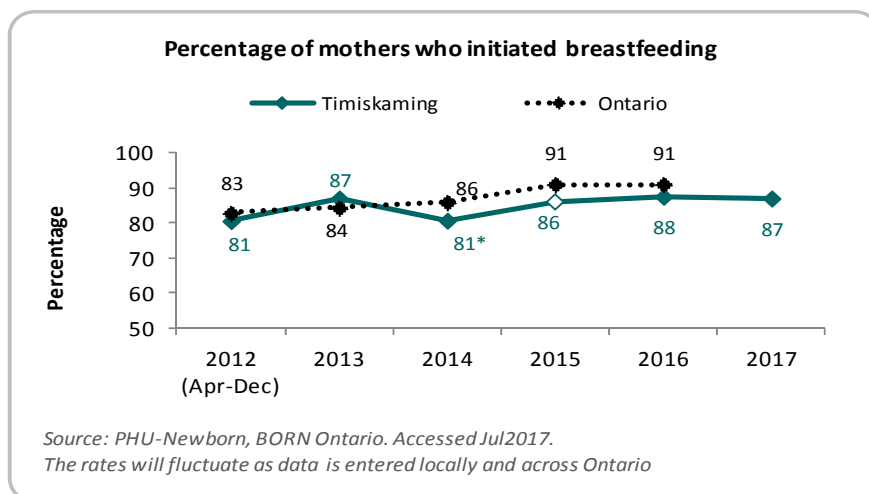
- 20 participants (75% mothers, 5% fathers, 20% other) have accessed our online classes in the 3 months since our new online Canadian provider and now offering in English and French.

Breastfeeding

- Created a breastfeeding support Facebook page allowing moms to post and share stories, tips and questions on breastfeeding. This page is monitored daily by staff who encourage dialogue and promote peer support. To date, there are over 90 members in the group.

Number of newborns	
Years	Total
2013	337
2014	338
2015	345
2016	368
2017 (YTD)	181

Source: PHU-Newborn, BORN Ontario. Accessed Jul 2017.



Home Visiting Program

Visits	Jan – June 2017
Total # of home visits	148
Family Resource Worker visits (FRW)	69
Public Health Nurses (PHNs)	79

As of June 2017, there are **26 active families** on the Blended Home Visiting Program.

PostPartum Mood Disorder

- Referrals resulting from internal screening were 31. The majority of clients receptive to follow-up receive home visits. To date there have been 82 home visits in 2017.
- The Best Start funding for this program has ended (which included awareness, screening and client interventions) and we will be considering THU’s role along with other partners.

Healthy Beginnings Clinic - Pre and Postnatal Nurse Practitioner Program

- Since January 2017, there have been 475 booked appointments. Of those, 66 clients were new to the program. Eligible clients include women who *experience barriers accessing primary care* and are planning a pregnancy, pregnant and/or have infants and children under the age of six.

Environmental Health & Emergency Preparedness Program

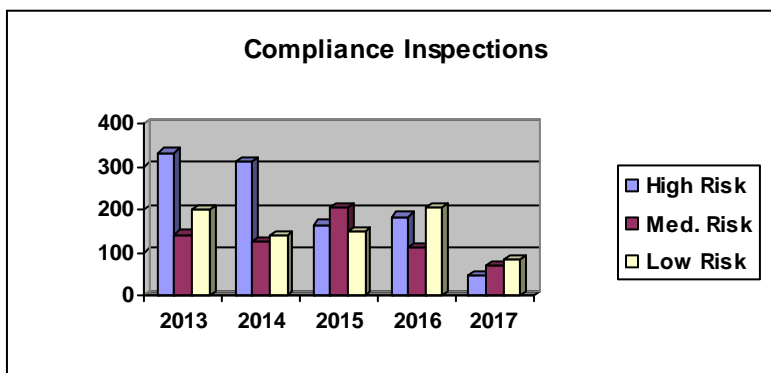
Personal Service Settings

Infection Control Inspections: hair salons, tattoos, piercings, aesthetics

Area	Inspection/Premises
Dymond/Eng	7/8
KL-Area	0/20
Tri-Town-Area	3/10
Cobalt-Temagami	0/12

Food Safety

Risk categorizations were modified in year 2015 which explains the difference of year-end totals with previous years.



Land Control

Septic Systems	2014	2015	2016	2017
<i>Permits Issued</i>	137	131	111	55
<i>File Searches</i>	57	60	60	35
<i>Severance/Subdivision</i>	20	15	15	9

UPCOMING EVENTS

Some of the upcoming events and opportunities that THU staff are participating in or supporting include:

- **Fall** – annual infection control education event for local stakeholders - coordinated with Public Health Ontario
- **October** – Cultural Humility training for THU Staff



HUMAN RESOURCE UPDATE

The comings and goings of our colleagues



New Staff

- Public Health Inspector – District - Temporary (*May - October 2017*)
- Nurse Practitioner – Elk Lake - Casual (*June 2017*)
- Registered Dietitian – New Liskeard - Temporary (*July - September 2017*)
- Research-Analyst-Planning-Policy – Temporary (*August-December 2017*)
- Research-Analyst-Planning-Policy – Temporary (*August-December 2017*)
- Research-Analyst-Planning-Policy – Temporary (*September-December 2017*)

Return From Maternity/Other Leave

- Public Health Promoter – Kirkland Lake (*August 2017*)
- Public Health Nurse – Kirkland Lake (*August 2017*)

Resignations

- Nurse Practitioner – Elk Lake - Casual (*June 2017*)
- Nursing Support Staff – Elk Lake – Casual (*June 2017*)
- Registered Dietitian – New Liskeard – Permanent (*August 2017*)
- Research-Analyst-Planning-Policy – Permanent (*August 2017*)

Current Vacancies

- MOH/CEO
- CHW/RPN

Report contributors: Randy Winters –Acting Chief Executive Officer/Director of Corporate Services , Kerry Schubert-Mackey – Director of Community Health, Program Managers; Ryan Peters , Angie Manners, Erin Cowan (CNO), Amanda Mongeon. Executive Assistant: Rachele Cote.

BIA Committee Meeting Minutes – September 12, 2017

Present: Michelle Lamoureux, Andy Ringuette, Joline Rivard, Kim Peters

Regrets: Bea Demarce, Patricia Hewitt, James Franks

1.0 Approval of agenda : No additions

2.0 Approval of minutes from previous meeting: Kim could not locate minutes from the last meeting.

3.0 Business arising from previous minutes:

- **Snowflakes:** Existing snowflakes will be used again this year as winter/xmas décor and are being re-painted by high school students.
- **BIA storage:** Funds have been used to purchase a shipping container for BIA storage. It will be located close to the arena and Kim will receive a key once it is ready for use.
- **BIA membership:** **Action** -Michelle will work on recruiting new cttee members. An emphasis will be to recruit members who are willing and able to work on sub cttees and specific initiatives. **Action** -Kim will follow up with Steve Alexander from Findlay's regarding his membership.

4.0 Treasurer's Report: To be shared at next meeting

5.0 New items for discussion:

- **Floral tender:** Kim will track down an existing copy of the contract in place with both Rosie's Garden's and Leis Landscaping. The cttee would like to amend the upcoming floral tender to cover a three year period vs. the current one year term. **Action** - Kim will revise the document and share with the cttee for approval before advertising in the Speaker. It would be ideal to have the tender out this fall in order to start the review process earlier and have everything in place for 2018.
- **Billboards:** The BIA currently has two billboards in place. One on Highway 11 just north of St Michel and one on Highway 65. The billboard on Highway 65 is missing a panel and in need of replacement. Kim obtained a quote from Phippen's to update and replace the current billboards. The cost would be .../month for 24months. This amount includes providing updated artwork/design, installation and maintenance, space rental and MTO fees. The cttee would like to update the colours and font, add some artwork and a French and English tagline. A few options were discussed. **Action** -Kim will draft something for the cttee's review and

approval before submitting to Phippen's to begin the process. At this point, only the damaged billboard will be replaced.

- **Fall Fair street decorations:** Bunches of cornstalks, cattails, artificial sunflowers and burlap bows were tied to lampposts in the downtown area. This décor will stay in place until after Thanksgiving at which point only the artificial sunflowers will be returned to the BIA for storage.
- **Village Noel:** Michelle attended the most recent meeting and will forward the minutes. This event starts Thursday November 23rd from 6-8, and goes on Friday 10-8 and Saturday 9-7pm. The hours on Thursday include the Tree of Life ceremony, the lighting of the lights ceremony and the opening of the Village Noel merchants. **Action** - Kim will connect with Janet, Rejeanne and Lois to get details about logistics from last year. Joline will MC the opening ceremonies.
- **Christmas Open House for local merchants:** Amber's will be hosting their open house on November 3 and 4th. Armstrong on Whitewood has also selected this date. **Action** - Kim will connect with other merchants to see if they can all align with this date.

Other:

- **Newsletter:** **Action** - Kim will send out a monthly newsletter on the first of each month using MailChimp
- **BIA plaques:** The ctte has decided that BIA property/items should be labelled. Items include planters, benches, bike racks and picnic tables. A map will be made to identify these items. This map will also assist with event planning. **Action**- Kim will track down a map of the BIA boundaries and share with Joline. **Action** – Joline will have a co-op student work on an interactive map with moving pieces which will include BIA items/property.
- **Splash Pad:** The city has announced that a new splash pad for New Liskeard. The proposed site is close to the mini-putt. Some research shows that installing it away from the downtown core will draw people away from local merchants. **Action-** Kim will send an email to James to see if this site location can be reviewed and possibly reconsider a location within the BIA boundaries such as a portion of the parking lot behind GT.
- **Photo/social media opportunities for youth:** Joline share some great examples of how local artists and resources could be used to create photo/selfie opportunities for youth in the downtown area. This would be a low cost and effective method to draw youth and people of all ages to visit the downtown area. **Action** – Joline will draft an outline of what this project would entail and how it can

be achieved. Joline would prefer to participate in a sub cttee for a specific project vs. being a member of the regular cttee.

- **Thanksgiving Scavenger Hunt:** Joline has been leading this successful event for a few years. **Action** – Kim will ask BIA retailers if they would like to contribute a minimum 20\$ gift certificate and be involved in this year's event.
- **BIA Facebook page:** Joline has offered to manage the BIA's FB page. **Action** – Kim will look for existing login info and add Joline as an administrator.

Date of next meeting: Tuesday October 1st 6pm at PFC

1. CALL TO ORDER

Meeting called to order at 12:11P.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 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"/> Airianna Misener, Executive Assistant |
| <input checked="" type="checkbox"/> Mitch Lafrenier, Manager of Physical Assets | |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition Under: Admin Reports CS-022-2017 Group Benefit Renewal

4. APPROVAL OF AGENDA

Recommendation CS-2017-042

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the August 31, 2017 meeting be approved as amended.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2017-043

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the May 30, 2017 meeting be approved as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS/PRESENTATIONS

- None

8. UNFINISHED BUSINESS

- None

9. NEW BUSINESS

9.1 New Liskeard Library

Christopher Oslund indicated that the New Liskeard Library front parapet tender closed on July 27, 2017. One tender was received at an approximate cost of one hundred sixty six thousand dollars and change. Chris indicated the tender is over budget. It was noted that the contractor was unable begin work on the parapet until spring 2018. The committee is looking for alternative options to repair the parapet in order to address the safety concerns, as soon as possible.

Mitch Lafreniere indicated that in order to maintain the heritage designation on the building, extensive work is needed. The committee suggested evaluating the option to remove the heritage designation in order to repair the parapet this fall. This option would present cost saving opportunities. City staff will continue to look at options over the coming weeks.

In order to meet the funding deadline the repairs will need to be completed by March 31, 2018, noted Chris.

9.2 2018 ROMA Conference

Recommendation CS-2017-044

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services committee hereby supports the registration of two delegates from Council to attend the 2018 ROMA conference.

10. ADMINISTRATIVE REPORT

- CS-022-2017 Group Benefit Plan Renewal

Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: September 19, 2017
Subject: 2018 Budget Process

Mayor and Council:

Staff have begun working on the 2018 Budget in preparation for adoption in December 2017. Below is the initial schedule for the budget process:

September 12	budget worksheets distributed to departments
October 6	draft #1 operations budget submissions due to Treasurer
October 6	draft #1 capital project submissions due to Treasurer
October 16-20	meetings with departments to review draft #1 submissions
November 2	presentation to Corporate Services Committee
November ??	presentation to Council

Please be advised that departments will be bringing forth the proposed 2018 capital projects to the various committee meetings for discussion purposes.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
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"Original signed by"

Laura Lee MacLeod
Treasurer

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

"Original signed by"

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Laura-Lee MacLeod, Treasurer
Date: September 19, 2017
Subject: Banking Commitment Letter

Mayor and Council:

In March 2017, the City Manager and Treasurer met with the City's Corporate Account Managers, Steve Chenier and Michael Mancuri to discuss the City's banking facilities. During the meeting, a request was made by staff to increase the City's operating line to ensure that the appropriate funds would be available for short-term borrowing needs.

Over the past couple of years, with the extended construction season and large scale multi-year projects that require debenture borrowing, cash flow issues arise until such time as funding claims are finalized and the tax billing is processed.

A resolution of Council is required to approve the increase of the operating line from \$2,000,000 to \$4,000,000 (Appendix 1).

The Treasurer respectfully requests that Council consider the following resolution:

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 026-2017-CS;

That Council directs the Treasurer and Mayor to sign the Commitment Letter to increase the City's operating line from \$2,000,000 to \$4,000,000.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
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"Original signed by"

Laura Lee MacLeod
Treasurer

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

"Original signed by"

Christopher W. Oslund
City Manager

The Bank of Nova Scotia
Commercial Banking Office
204 Main Street W
North Bay, ON
Canada P1B2T7


August 23, 2017

The Corporation of the City of Temiskaming Shores
P.O. Box 2050,
Haileybury, Ontario P0J 1K0
Attention: Laura Lee MacLeod, Treasurer

Dear Madam:

We confirm that subject to acceptance by you, The Bank of Nova Scotia (the "Bank") will make available to The Corporation of the City of Temiskaming Shores (the "Borrower"), credit facilities on the terms and conditions set out in the attached Terms and Conditions Sheet and Schedule "A".

If the arrangements set out in this letter, and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are acceptable to you, please sign the enclosed copy of this letter in the space indicated below and return the letter to us by the close of business on September 15, 2017 after which date this offer will lapse.

This Commitment Letter amends and restates all previous commitments issued by the Bank to the borrower.

Yours very truly,

Amber Lovejoy
Senior Credit Solutions Manager

Michael Mancari
Senior Client Relationship Manager

By signing this Commitment Letter you confirm that the product(s) and/or service(s) offered to you herein will not be used for or on behalf of any individual or entity other than you and the other parties named in the Commitment Letter for whose benefit such products and services are intended

By signing this Commitment Letter you agree that all documents identified as Specific Security or General Security in the Commitment Letter that you have previously delivered will apply to the credit facilities as described in this Commitment Letter, you ratify and confirm those documents and, in the case of any guarantor, you consent to changes to previously existing credit facilities.

The arrangements set out above and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are hereby acknowledged and accepted by:

The Corporation of the City of Temiskaming Shores

By: _____
Title:

By: _____
Title:

Date: _____

Date: _____

TERMS AND CONDITIONS

CREDIT NUMBER: 01AUTHORIZED AMOUNT: \$4,000,000TYPE

Operating Line

PURPOSE

General operating requirements

CURRENCY

Canadian dollars

AVAILMENT

The Borrower may avail the credit by way of direct advances evidenced by Agreement re Operating Credit Line.

INTEREST RATE

The Bank's Prime Lending Rate, from time to time, minus 0.25% with interest payable monthly.

REPAYMENT

Advances are repayable on demand

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Agreement re: Operating Credit Line

CONDITIONS PRECEDENT

The following conditions are to be met to the satisfaction of the Bank and its solicitors prior to the implementation of the increase in the Operating Limit from the existing \$2,000,000 to \$4,000,000:

Listing of the Borrower's upcoming construction projects with estimated costs and expected starting dates.

Resolution authorizing the Borrower to increase borrowing by way of a limit increase to \$4,000,000 under the operating facility.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

January 1 to September 30 of each year:

Advances under the Operating credit are to be limited to 50% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council;

October 1 to December 31 of each year:

Advances under the Operating credit are to be limited to 25% of total estimated revenue of the Borrower as set out in the budget adopted for the year and approved by Council.

CREDIT NUMBER: 02

AUTHORIZED AMOUNT: \$2,000,000

(Current balance: \$516,786)

TYPE

Equipment Financing Line – Revolving Term/Lease (Scotia Leasing)

PURPOSE

To assist with the acquisitions of new equipment

AVAILMENT

The Borrower may avail the Credit by way of direct advances evidenced by Demand Promissory Notes and/or by Lease Agreement with supporting documentation and/or Conditional Sale Contracts in form satisfactory to the Bank.

INTEREST RATEDirect Advances

The Bank's Prime Lending Rate from time to time per annum, with interest payable monthly.

The Borrower has the option to fix the interest rate for the balance of the term of the loan at any time subject to availability. Rates will be quoted upon request.

Scotia Lease/Conditional Sales ContractFloating Rate Option:

The base payment applicable to each contract will be set on the commencement date of the contract based upon the Bank's Prime Lending Rate per annum, calculated and payable monthly.

The total periodic payment will be adjusted monthly with changes in the Bank's Prime Lending Rate.

Fixed Rate Option:

The Borrower has the option to fix the payments for the balance of the term of the contract provided that the Borrower is not then in default under any credits. This option must be exercised prior to the commencement of the last third of the initial term of the contract.

Although the fixed rate will be set on the date notification is received by the Bank, the new rate will be effective on the next payment due date (provided the next payment due date is at least 10 days from receipt of the notice). A fee is payable when this option is exercised. The fixed rate will be quoted on request/based on Scotia Leasing's Base Rate at the time the option to fix the rate is exercised plus 1.25% per annum, calculated and payable monthly.

FEES

Standard Documentation Fees as prescribed by Scotia Leasing, payable at the time of each Lease drawdown.

DRAWDOWN

The undrawn portion of the credit is subject to Annual Review.

Advances are to be made in minimum multiples of \$50,000.

REPAYMENTDirect Advances

Advances are repayable in equal monthly instalments of principal, commencing within 30 days of drawdown, with a final payment of the balance of principal and interest then outstanding due at the end of the selected term. The maximum term of each loan is 5 years and the maximum amortization is 5 years.

Scotia Lease – ABC Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term to option, the lessee shall elect one of the following options:

- A. purchase the equipment for up to a maximum of 20% of the original cost;
- B. indentify a third party acceptable to the Bank to purchase the equipment from the Bank for up to a maximum of 20% of the original cost;
- C. rent the equipment for an additional term and revised rent payment to be authorized by the Bank.

Scotia Lease – \$1 Purchase Option

Leases are repayable in accordance with the terms and conditions of each respective lease contract. The maximum term of any such lease/contract shall not exceed 60 months. At the end of the term, the lessee shall elect to purchase the equipment for \$1.00.

PREPAYMENT

Prepayments are to be applied against installments of principal in the inverse order of their maturities.

Direct AdvancesFloating Interest Rate:

Prepayment is permitted without penalty at any time in whole or in part.

Fixed Interest Rate:

Prepayment of any advance made by the Bank pursuant to this loan agreement (each an Advance”), in whole or in part, is permitted at any time. In addition to any other amount then payable by the Borrower pursuant to the terms hereof (including, without limitation, accrued

interest) in respect of the amount being prepaid (the “Prepayment Amount”), the Borrower shall pay to the Bank an amount equal to the greater of:

- (i) three months simple interest on the Prepayment Amount at the rate applicable to the relevant Advance being prepaid, and
- (ii) The Bank’s Funding Loss. For the purposes hereof, “Funding Loss” means, in respect of the Advance being prepaid, any loss, cost or expense which may be incurred by the Bank by reason of the reemployment, for the Prepayment Period, of the funds acquired by the Bank to fund such Advance. “Prepayment Period” means the period commencing on, and including, the date on which the Prepayment Amount is paid to the Bank to, but excluding, the scheduled repayment date of the relevant Advance.

Scotia Lease/Conditional Sales Contract

Leases/Conditional Sale Contracts are not cancellable, and no prepayments of principal are permitted.

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit(s):

Direct Advances

General Security Agreement supported by a Chattel Mortgage over specific equipment financed with replacement cost insurance coverage, loss, if any, payable to the Bank.

Scotia Lease

Lease Agreement(s)/Conditional Sales Contract(s) covering equipment leased.

Comprehensive General Liability insurance for a minimum of \$2 million per occurrence with the Bank recorded as an additional named insured.

All Risk Insurance covering the replacement value of the equipment with the Bank recorded as loss payee and additional named insured.

Vehicles – Collision and Comprehensive (All Perils) Liability and Damage to vehicle for \$5 million per occurrence showing the Bank as loss payee and additional named insured.

Resolution of the Council authorizing leases.

SPECIFIC CONDITIONS

Until all debts and liabilities under the Credit have been discharged in full, the following conditions will apply in respect of the Credit:

Prior to drawdown, the Bank is to be satisfied with the quality, value and eligibility of all assets being leased or financed.

The amount of financing shall not exceed 100% of the cost of the equipment being financed exclusive of the relative taxes and the Borrower shall provide security deposits, advance rentals and/or down payments to reduce financing to this limit.

CREDIT NUMBER: 03

AUTHORIZED AMOUNT: \$750,000

TYPE

Scotia Visa Business Card - Availment, interest rate and repayment as per Cardholder Agreement.

PURPOSE

Business expenses

CURRENCY

Canadian Dollars

SPECIFIC SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credit:

Scotia Visa Business Card Agreement

GENERAL SECURITY, TERMS AND CONDITIONS APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or availment being made under the Credits:

Municipal Borrowing By-Law for Current Expenditures containing a pledge of tax revenues

Security Agreement, Municipalities and School Boards

Banking Resolution, Municipalities and a supporting List of Officers

GENERAL CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the following conditions will apply in respect of the Credits:

The Borrower agrees to:

- (i) comply with all applicable borrowing legislation
- (ii) advise the Bank of any breach of statutory borrowing limits
- (iii) provide the Bank with certificates of estimated revenues from time to time, upon request.

The Borrower will give the Bank the opportunity to offer additional future banking and credit requirements.

For ongoing Credit Risk management purposes, all operating accounts of the Borrower shall be maintained with the Bank as long as the Borrower has any operating line facilities with the Bank.

GENERAL BORROWER REPORTING CONDITIONS

Until all debts and liabilities under the Credits have been discharged in full, the Borrower will provide the Bank with the following:

Annual Audited Consolidated Financial Statements of the Borrower, within 150 days of the Borrower's fiscal year end.

Annual Budget for the ensuing year, within 150 days of fiscal year end.

Copy of current Municipal Borrowing By-Law is required in January of each year.

Copy of current Security Agreement in January of each year.

At the time of the annual review, the Municipality's Treasurer must provide the bank with the following:

- a) Details of short term borrowings from other banks and from its own Reserve funds
- b) Copy of a By-Law approving annual estimates.

Such other financial information as the Bank may reasonably require from time to time.

OTHER FEES

In addition to, and not in substitution for the obligations of the Borrower and the rights of the Bank upon the occurrence of an event of default herein, the Borrower shall pay to the Bank:

- (a) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is late in providing the Bank with financial or other information required herein;
- (b) a fee of \$300 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which loan payments of principal, interest or other amounts are past due; and
- (c) a fee of \$1,500 per occurrence (or such higher amount as may be determined by the Bank from time to time) during which the Borrower is in default of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties.

The imposition or collection of fees does not constitute an express or implied waiver by the Bank of any event of default or any of the terms or conditions of the lending arrangements, security or rights arising from any default. Fees may be charged to the Borrower's deposit account when incurred.

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS APPLICABLE
TO ALL CREDITS

(In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule A with regard to such leases and/or conditional sale contracts.)

1. Calculation and Payment of Interest

Interest on loans/advances made in Canadian dollars will be calculated on a daily basis and payable monthly on the 22nd day of each month (unless otherwise stipulated by the Bank). Interest shall be payable not in advance on the basis of a calendar year for the actual number of days elapsed both before and after demand of payment or default and/or judgment.

2. Interest on Overdue Interest

Interest on overdue interest shall be calculated at the same rate as interest on the loans/advances in respect of which interest is overdue, but shall be compounded monthly and be payable on demand, both before and after demand and judgment.

3. Indemnity Provision

If the introduction, adoption or implementation of, or any change in, or in the interpretation of, or any change in its application to the Borrower of, any law, regulation, guideline or request issued by any central bank or other governmental authority (whether or not having the force of law), including, without limitation, any liquidity reserve or other reserve or special deposit requirement or any tax (other than tax on the Bank's general income) or any capital requirement, has due to the Bank's compliance the effect, directly or indirectly, of (i) increasing the cost to the Bank of performing its obligations hereunder or under any availment hereunder; (ii) reducing any amount received or receivable by the Bank or its effective return hereunder or in respect of any availment hereunder or on its capital; or (iii) causing the Bank to make any payment or to forgo any return based on any amount received or receivable by the Bank hereunder or in respect of any availment hereunder determined by the Bank in its discretion, then upon demand from time to time the Borrower shall pay such amount as shall compensate the Bank for any such cost, reduction, payment or forgone return (collectively "Increased Costs") as such amounts are reasonably determined by the Bank and set forth in a certificate to the Borrower.

In the event of the Borrower becoming liable for such Increased Costs the Borrower shall have the right to prepay in full, without penalty, the outstanding principal balance under the affected credit other than the face amount of any document or instrument issued or accepted by the Bank for the account of the Borrower, including, without limitation, a Letter of Credit, a Letter of Guarantee or a Bankers' Acceptance. Upon any such prepayment, the Borrower shall also pay the then accrued interest on the amount prepaid and the Increased Costs to the date of prepayment together with such amount as will compensate the Bank for the cost of any early termination of its funding arrangements in accordance with its normal practices, as such amounts are calculated in a certificate reasonably prepared by the Bank.

4. Environment

The Borrower agrees:

- (a) to obey all applicable laws and requirements of any federal, provincial, or any other governmental authority relating to the environment and the operation of the business

activities of the Borrower;

- (b) to allow the Bank access at all times to the business premises of the Borrower to monitor and inspect all property and business activities of the Borrower;
- (c) to notify the Bank from time to time of any business activity conducted by the Borrower which involves the use or handling of hazardous materials or wastes or which increases the environmental liability of the Borrower in any material manner;
- (d) to notify the Bank of any proposed change in the use or occupation of the property of the Borrower prior to any change occurring;
- (e) to provide the Bank with immediate written notice of any environmental problem and any hazardous materials or substances which have an adverse effect on the property, equipment, or business activities of the Borrower and with any other environmental information requested by the Bank from time to time.
- (f) to conduct all environmental remedial activities which a commercially reasonable person would perform in similar circumstances to meet its environmental responsibilities and if the Borrower fails to do so, the Bank may perform such activities; and
- (g) to pay for any environmental investigations, assessments or remedial activities with respect to any property of the Borrower that may be performed for or by the Bank from time to time.

If the Borrower notifies the Bank of any specified activity or change or provides the Bank with any information pursuant to subsections (c), (d), or (e), or if the Bank receives any environmental information from other sources, the Bank, in its sole discretion, may decide that an adverse change in the environmental condition of the Borrower or any of the property, equipment, or business activities of the Borrower has occurred which decision will constitute, in the absence of manifest error, conclusive evidence of the adverse change. Following this decision being made by the Bank, the Bank shall notify the Borrower of the Bank's decision concerning the adverse change.

If the Bank decides or is required to incur expenses in compliance or to verify the Borrower's compliance with applicable environmental or other regulations, the Borrower shall indemnify the Bank in respect of such expenses, which will constitute further advances by the Bank to the Borrower under this Agreement.

5. Periodic Review

The obligation of the Bank to make further advances or other accommodation available under any Credit(s) of the Borrower under which the indebtedness or liability of the Borrower is payable on demand, is subject to periodic review and to no adverse change occurring in the financial condition or the environmental condition of the Borrower or any guarantor.

6. Evidence of Indebtedness

The Bank's accounts, books and records constitute, in the absence of manifest error, conclusive evidence of the advances made under this Credit, repayments on account thereof and the indebtedness of the Borrower to the Bank.

7. Acceleration

- (a) All indebtedness and liability of the Borrower to the Bank payable on demand, is repayable by the Borrower to the Bank at any time on demand;

- (b) All indebtedness and liability of the Borrower to the Bank not payable on demand, shall, at the option of the Bank, become immediately due and payable, the security held by the Bank shall immediately become enforceable, and the obligation of the Bank to make further advances or other accommodation available under the Credits shall terminate, if any one of the following Events of Default occurs:
- (i) the Borrower or any guarantor fails to make when due, whether on demand or at a fixed payment date, by acceleration or otherwise, any payment of interest, principal, fees, commissions or other amounts payable to the Bank;
 - (ii) there is a breach by the Borrower of any other term or condition contained in this Commitment Letter or in any other agreement to which the Borrower and the Bank are parties;
 - (iii) any default occurs under any security listed in this Commitment Letter under the headings "Specific Security" or "General Security" or under any other credit, loan or security agreement to which the Borrower is a party;
 - (iv) any bankruptcy, re-organization, compromise, arrangement, insolvency or liquidation proceedings or other proceedings for the relief of debtors are instituted by or against the Borrower and, if instituted against the Borrower, are allowed against or consented to by the Borrower or are not dismissed or stayed within 60 days after such institution;
 - (v) a receiver is appointed over any property of the Borrower or any guarantor or any judgment or order or any process of any court becomes enforceable against the Borrower or any guarantor or any property of the Borrower or any guarantor or any creditor takes possession of any property of the Borrower or any guarantor;
 - (vi) any course of action is undertaken by the Borrower or any guarantor or with respect to the Borrower or any guarantor which would result in the Borrower's or guarantor's reorganization, amalgamation or merger with another corporation or the transfer of all or substantially all of the Borrower's or any guarantor's assets;
 - (vii) any guarantee of indebtedness and liability under the Credit Line is withdrawn, determined to be invalid or otherwise rendered ineffective;
 - (viii) any adverse change occurs in the financial condition of the Borrower or any guarantor.
 - (ix) any adverse change occurs in the environmental condition of:
 - (A) the Borrower or any guarantor of the Borrower; or
 - (B) any property, equipment, or business activities of the Borrower or any guarantor of the Borrower.

8. Costs

All costs, including legal and appraisal fees incurred by the Bank relative to security and other documentation and the enforcement thereof, shall be for the account of the Borrower and may be charged to the Borrower's deposit account when submitted.

9. Counterparts and Execution of Documents.

This Commitment Letter and any security and other documents relating to the credits established

in it may be executed in counterparts and by different parties in different counterparts, all of which when taken together will constitute a single contract. Subject to applicable conditions precedent, a document will become effective when it has been executed by the Bank (if execution by the Bank is contemplated by the document) and the Bank has received counterparts of the document that, when taken together, bear the signatures of each of the other relevant parties. Delivery of an executed counterpart of a document or a signature page to the document by telecopy or by sending a scanned or other copy by electronic mail or similar means shall be as effective as delivery of an originally executed counterpart, but the Bank may from time to time require delivery of originally executed documents. The Bank may create and store copies of documents in any form as part of its business records, including by microfilm, photocopy and electronic image. Copies may be held in place of original documents and substituted for original documents for any purpose. In administering the credits established in the Commitment Letter and in otherwise dealing with the Borrower and any guarantor, the Bank may rely and act on e-mail, telecopier and other electronic communications that it reasonably believes have been sent by or on behalf of the Borrower or any guarantor, but the Bank may from time to time require that communications from the Borrower or any guarantor be in a non-electronic form specified by the Bank.

10. Representation or Warranty

The Borrower and each Guarantor represents and warrants to the Bank that all financial and other information (including, without limitation, any financial forecasts) provided to the Bank in connection with the credit(s) provided pursuant to this Commitment Letter is true and accurate in all material respects and has been prepared in accordance with Canadian Generally Accepted Accounting Principles consistently applied, and acknowledges that the offer of credit contained in this Commitment Letter is made in reliance on the truth and accuracy of this information and the representation and warranties above.

Subject: Land Sale – Part 2 on Plan 54R-5247 (Grant Dr.) to Pedersen Materials **Report No.:** CS-035-2017
Agenda Date: September 19, 2017

Attachments

Appendix 01: Aerial view of Subject Lands

Appendix 02: Appraisal

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-035-2017; and
2. That Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with Pedersen Materials Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Part 2 on Plan 54R5247 (8.70 Ac.) in the amount of \$240,000 for consideration at the September 19, 2017 Regular Council meeting.

Background

Mr. Karl Pedersen of Pedersen Materials had been in discussions with the City Manager for the acquisition of Part 2 on Plan 54-R5247 (**Appendix 01**) for lot addition purposes and in January 2017 inquired if the City had an opportunity to obtain an appraisal of the subject land.

On February 7, 2017 Council authorized the retention of an appraiser to validate the fair market value of the subject lands.

During the Closed Session of the September 5, 2017 Regular Council meeting Council considered **Appendix 02 – Appraisal (Part 2 on Plan 54R5247)** and authorized staff to outline to Pedersen Materials that Council would be willing to sell the property for the appraised value of \$240,000.

Analysis:

The City Manager, Chris Oslund corresponded with Karl Pedersen of Pedersen Materials in regards to the appraised value of \$240,000 as well as providing him with the appraisal for their review. Karl responded that the purchase price is acceptable.

The disposal of municipally owned land is governed through By-law No. 2015-160, as amended being our Municipal Disposition of Land Policy. The process to dispose of this property has been in accordance with By-law No. 2015-160. It should be noted

that there is no requirement for public notice or a public meeting based on Section 11 which reads as follows:

For land that is zoned Industrial or Commercial, the City is not required to give public notice or hold a public meeting prior to passing a By-law to dispose of the land.

It is recommended that Council direct staff to prepare the necessary by-law for the disposition of Part 2 on Plan 54R-5247 to Pedersen Materials at the appraised value of \$240,000.

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

Section 10 (2) in Schedule “A” to By-law No. 2015-160 states that the proceeds from the disposal of land shall be directed to the Community Development Reserve.

Staffing implications are limited normal staff responsibilities.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

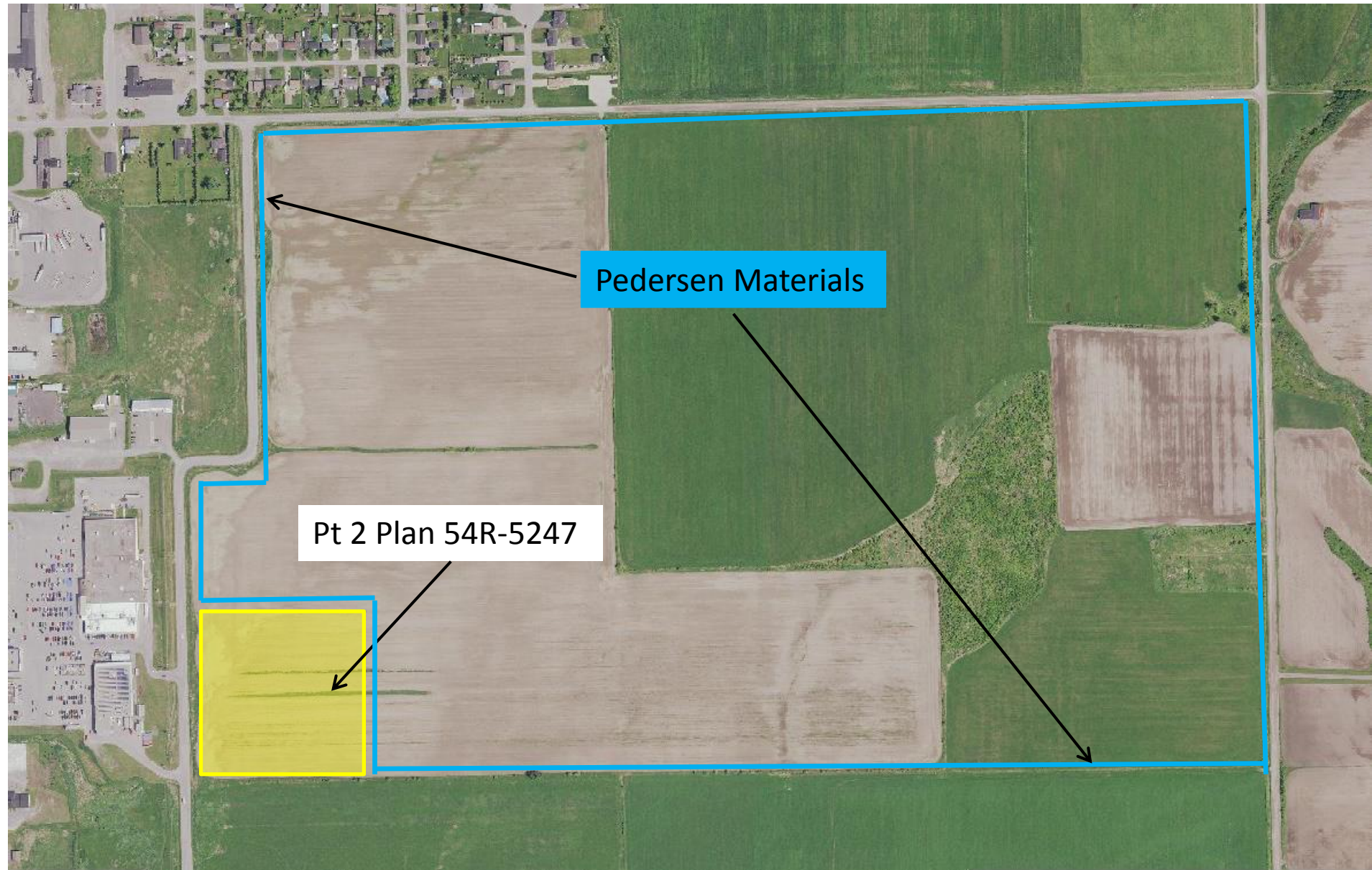
“Original signed by”

“Original signed by”

 David B. Treen
 Municipal Clerk

 Kelly Conlin
 Director of Corporate Services (A)

 Christopher W. Oslund
 City Manager



Pedersen Materials

Pt 2 Plan 54R-5247

**A CURRENT VALUE
NARRATIVE APPRAISAL REPORT
OF A VACANT LOT**

LOCATED AT:

**THE NORTH HALF OF LOT 9 CONCESSION 3, GRANT DRIVE
NEW LISKEARD, ONTARIO
P0J 1P0**

PREPARED FOR:

**THE MUNICIPALITY OF TEMISKAMING SHORES
325 FARR DRIVE
HAILEYBURY, ONTARIO
P0J 1K0**

PREPARED BY:

**STEELE & ASSOCIATES
55 NANCY DRIVE
NORTH BAY, ONTARIO
P1B 9M1**

PHONE (705) 471-1173

FAX (866) 684-7444

September 1, 2017

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

Attention: Mrs. Pye

**Re: North Half of Lot 9 Concession 3, Grant Drive. New Liskeard
Report #170290**

In accordance with your request a valuation analysis of the above noted property has been conducted. The purpose of the report is to determine the estimated market value of the subject property as of August 2, 2017, for potential sale purposes.

We hereby submit our report containing 31 pages plus addenda. The property rights appraised within this report are the fee simple interest in the real estate comprising the subject property.

The subject property is a 8.70 acre lot, zoned C1 – Highway/Service Commercial. The subject property is unimproved.

After a careful analysis of all pertinent data, it is our opinion that the estimated market value of the subject property, as of August 2, 2017, is as follows:

TWO HUNDRED FOURTY THOUSAND DOLLARS
\$240,000.00

This report contains and is subject to specific terminology descriptions, conditions, and limitations which may affect the stated opinion of value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions and limitations.

We trust this report meets your requirements and if you require any further information or clarification, please do not hesitate to contact the undersigned.

Yours truly,

Steele & Associates



Robert Steele, B.A., CRA
Appraiser
Date: September 1, 2017



Michael Potashnyk, AACI, P.App
Appraiser
Date: September 1, 2017

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SUMMARY

Address	North Half of Lot 9 Concession 3, Grant Drive, New Liskeard
Type of Property	Vacant Land
Owner	The Corporation of the City of Temiskaming Shores
Effective Date of Appraisal	August 2, 2017
Date of Report	August 2, 2017
Lot Size	8.70 acres (MPAC)
Legal Description	PIN: 613360576; PT N 1/2 LT 9 CON 3 DYMOND PT 2 54R5247; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING;
Assessment	\$41,000
Zoning	Commercial (C1)
Highest and Best Use	Commercial development when economically feasible
Sales Comparison Approach Estimate of Value	\$240,000
Final Estimate of Value	\$240,000

BASIS OF THE APPRAISAL

Client and Intended User

This report is prepared at the request of The City of Temiskaming Shores. It is not reasonable for any other corporation or person other than The City of Temiskaming Shores to rely upon this appraisal report. Use of this report by any other user is denied.

Intended Use of the Report and Purpose of the Assignment

The purpose of this appraisal is to estimate the market value of the subject property as of August 2, 2017 for potential sale purposes. Use of this report for any other purpose is denied.

Property Rights Appraised

The property rights appraised in this report are classified as fee simple interest in the real estate.

Fee simple interest is defined as follows in The Appraisal of Real Estate, 3rd Canadian Edition, published in August 2010 by the Appraisal Institute of Canada:

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, expropriation, police power and escheat.”

Definition of Value

Market Value is defined by the 2014 Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as follows:

“The most probable price as of a specified date, in cash or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is undue duress.”

Timeframe of Value Opinion

The 2014 Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) requires that the value contained in an appraisal report be identified as one of the following:

1. Current Value Opinion refers to an effective date contemporaneous with the date of the report, at the time of inspection or at some other date within a reasonably short period of time from the date of inspection when market conditions have not or are not expected to have changed materially between the dates.
2. Retrospective Value Opinion refers to an effective date prior to the date of the report. The use of clear language and consistent terminology in a retrospective report is necessary for the reader not to be misled and to understand the market conditions as of the retrospective effective date. Data subsequent to the effective date may be considered as confirmation of trends evident at that date. It is up to the appraiser to determine the appropriate cut-off date. In absence of such data, the effective date is the cut-off date.
3. Prospective Value Opinion refers to an effective date following the date of the report; it is a forecast. The use of clear language and consistent terminology in a prospective value report is necessary for the reader not to be misled and to understand the market conditions as of the prospective effective date. Prospective value opinions are intended to reflect the current perceptions of market participants as to the future. These opinions should be judged on the market support for the forecasts when made, not whether in hindsight they in fact occurred. An Extraordinary Assumption must be clearly stated in the report citing the market conditions from which the prospective value opinion was developed, and absolving the appraiser from unforeseeable events that alter market conditions prior to the effective date.
4. Updated Value Opinion refers to an extension of an original appraisal, changing the effective date. In the update, any changes to the status of the subject, in market conditions or in any respect affecting value since the prior appraisal must be reported, with analyses of these changes in developing an updated opinion. The report must clearly show that it can only be relied upon by the reader familiar with the original report.

This report has been prepared as a Current Appraisal Report.

Effective Date of Value

The effective date of this appraisal is August 2, 2017. The photos contained in the Addenda section of this report were taken on this date.

Date of Report

The date of this appraisal report is August 2, 2017.

Scope of Work

The scope of the appraisal encompasses the due diligence undertaken by the appraiser (consistent with the terms of reference from the client, the purpose and intended use of the report) and the necessary research and analysis to prepare a report in accordance with the Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) of the Appraisal Institute of Canada.

The following comments describe the extent of the process of collecting, confirming and reporting data and its analysis, describe relevant procedures and reasoning details supporting the analysis, and provide the reason for the exclusion of any usual valuation procedures.

The appraisal issue that is the focus of this engagement has been discussed and defined with the client, the work required to solve the issue planned, and the necessary market data acquired, analyzed and reconciled into an estimate of market value in a manner typically expected in a “narrative” report.

The specific tasks and items necessary to complete this assignment include a summary of the following:

1. assembly and analysis of relevant information pertaining to the property being appraised, including listing and acquisition particulars if acquired within three years prior to the effective date of the appraisal;
2. an inspection of the subject property and the surrounding area;
3. assembly and analysis of pertinent economic and market data;
4. an analysis of land use controls pertaining to the subject property;
5. a summary discussion and statement of "Highest and Best Use", or most probable use;
6. a discussion of the appraisal methodologies and procedures employed in arriving at the indications of value;
7. inclusion of photographs, maps, graphics and addendum/exhibits when deemed appropriate; and
8. reconciliation of the collected data into an estimate of market value or market value range as at the effective date of the appraisal.

All data considered appropriate for inclusion in the appraisal is, to the best of our knowledge, factual. Due to the type of property being appraised and the nature of the appraisal issue, the findings have been conveyed in this "narrative" format.

Information regarding the subject property was obtained from the inspection of the subject property, municipal records and officials, the Registry / Land Titles Office and the Municipal Property Assessment Corporation (MPAC).

Data research for this appraisal report included searching for sales and offerings of sale of similar properties within the marketing area for the subject property. Information regarding the above items was obtained from a number of sources including vendors, purchasers, local real estate salesmen and brokers, local appraisers, local MLS sources, MPAC, Municipal officials, registry and land titles offices.

ASSUMPTIONS AND LIMITING CONDITIONS

The certification that appears in this appraisal report is subject to compliance with the Personal Information and Electronics Documents Act (PIPEDA) and the following conditions:

- I. This report is prepared at the request of the client and for the specific use referred to herein. It is not reasonable for any other party to rely on this appraisal without first obtaining written authorization from the client, the author and any supervisory appraiser, subject to the qualification in paragraph XI below. Liability is expressly denied to any person other than the client and those who obtain written consent and, accordingly, no responsibility is accepted for any damage suffered by any such person as a result of decisions made or actions based on this report. Diligence by all intended users is assumed.
- II. Because market conditions, including economic, social and political factors change rapidly and, on occasion, without warning, the market value estimate expressed as of the date of this appraisal cannot be relied upon as of any other date except with further advice from the appraiser and confirmed in writing.
- III. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. No registry office search has been performed and the appraiser assumes that the title is good and marketable and free and clear of all encumbrances including leases, unless otherwise noted in this report. The property is appraised on the basis of it being under responsible ownership.
- IV. The subject property is presumed to comply with government regulations including zoning, building codes and health regulations and, if it does not comply, its non-compliance may affect market value.
- V. No survey of the property has been made. Any sketch(es) included with the appraisal report show approximate dimensions and is/are included only to assist the reader of the report in visualizing the property and is/are intended for reference only.
- VI. This report is completed on the basis that testimony or appearance in court concerning this appraisal is not required unless specific arrangements to do so have been made beforehand. Such arrangements will include, but not necessarily be limited to, adequate time to review the appraisal report and data related thereto and the provision of appropriate compensation.
- VII. Unless otherwise stated in this report, the appraiser has no knowledge of any hidden or unapparent conditions of the property (including, but not limited to, its soils, physical structure, mechanical or other operating systems, its foundation, etc.) or adverse environmental conditions (on it or a neighbouring property, including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable. It has been assumed that there are no such conditions unless they were observed at the time of inspection or became apparent during the normal research involved in completing the appraisal. This report should not be construed as an environmental audit or detailed property condition report, as such reporting is beyond the scope of this report and/or the qualifications of the appraiser. The author makes no guarantees or warranties, express or implied, regarding the condition of the property, and will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. The bearing capacity of the soil is assumed to be adequate.

- VIII. The appraiser is not qualified to comment on environmental issues that may affect the market value of the property appraised, including but not limited to pollution or contamination of land, buildings, water, groundwater or air. Unless expressly stated, the property is assumed to be free and clear of pollutants and contaminants, including but not limited to moulds or mildews or the conditions that might give rise to either, and in compliance with all regulatory environmental requirements, government or otherwise, and free of any environmental condition, past, present or future, that might affect the market value of the property appraised. If the party relying on this report requires information about environmental issues then that party is cautioned to retain an expert qualified in such issues. The appraiser expressly denies any legal liability relating to the effect of environmental issues on the market value of the subject property.
- IX. The analysis set out in this report relied on written and verbal information obtained from a variety of sources we considered reliable. Unless otherwise stated herein, we did not verify client-supplied information, which we assume to be accurate and correct. If the reader has any questions or concerns regarding the supplied information, then clarification should be obtained from the supplier of the information.
- X. The opinions of value and other conclusions contained herein assume satisfactory completion of any work remaining to be completed in a good and workmanlike manner. Further inspection may be required to confirm completion of such work.
- XI. The contents of this report are confidential and will not be disclosed by the author to any party except as provided for by the provisions of the Canadian Uniform Standards of Professional Appraisal Practice ("The Standards") and/or when properly entered into evidence of a duly qualified judicial or quasi-judicial body. The appraiser acknowledges that the information collected herein is personal and confidential and shall not use or disclose the contents of this report except as provided for in the provisions of the Canadian Uniform Standards of Professional Appraisal Practice (the "Standards") and in accordance with the appraiser's privacy policy. The client agrees that in accepting this report, it shall maintain the confidentiality and privacy of any personal information contained herein and shall comply in all material respects with the contents of the appraiser's privacy policy and in accordance with the Personal Information Protection and Electronic Documents Act (PIPEDA).
- XII. The appraiser has agreed to enter into the assignment as requested by the client named in the report for the use specified by the client, which is stated in the report. The client has agreed that the performance of this appraisal and the report format are appropriate for the intended use.
- XIII. Written consent from the author and supervisory appraiser, if applicable, must be obtained before any part of the appraisal report can be used for any purpose by anyone except the client and other intended users identified in the report. Where the client is the mortgagee and the loan is insured, liability is extended to the mortgage insurer. Liability to any other party or for any other use is expressly denied regardless of who pays the appraisal fee. Written consent and approval must also be obtained before the appraisal (or any part of it) can be altered or conveyed to other parties, including mortgagees (other than the client) and the public through prospectus, offering memoranda, advertising, public relations, news, sales or other media.
- XIV. This appraisal report, its content and all attachments/addendums and their content are the property of the author who has signed this report (the author). The client, intended users

and any appraisal facilitator are strictly forbidden and no permission is expressly or implicitly granted or deemed to be granted, to modify, alter, merge, publish (in whole or in part) screen scrape, database scrape, exploit, reproduce, decompile, reassemble or participate in any other activity intended to separate, collect, store, reorganize, scan, copy, manipulate electronically, digitally, manually or by any other means whatsoever this appraisal report, addendum, all attachments and the data contained within for any commercial, or other, use.

- XV. If transmitted electronically, this report will have been digitally signed and secured with personal passwords to lock the appraisal file. Due to the possibility of digital modification, only originally signed reports and those reports sent directly by the appraiser, can be relied upon without fault.
- XVI. Where the intended use of this report is for financing or mortgage lending, and in accordance with the Office of the Superintendent of Financial Institutions Canada (OSFI) Residential Mortgage Underwriting Practices and Procedures B-20 (June 2012), it is the intended user's responsibility to grant mortgage loans on the basis of the borrower's demonstrated willingness and capacity to services his/her debt obligations.
- XVII. The distribution of land and building values, as stated in this report, apply only under the program of utilization as identified in the report. The property rights appraised exclude mineral or timber rights.
- XVIII. While experienced in appraisal matters, the author is not qualified and does not purport to give legal advice. It is assumed:
 - A. The legal descriptions are correct as set out.
 - B. Title to the property is marketable.
 - C. There are no encroachments, encumbrances, restrictions, leases or covenants that would in any way affect the valuation, except as expressly noted herein.
 - D. The existing use is legally conforming which may be continued by any purchaser from the existing owner.
 - E. Rights of way, easements or encroachments over other real property and leases or other covenants noted herein are legally enforceable.

FACTUAL INFORMATION

Identification of the Subject Property

The subject is located on Grant Drive in New Liskeard and is legally described as follows:

PIN: 613360576; Part North half of Lot 9 Concession 3 Dymond Part 2 54R5247; Temiskaming Shores; District Of Temiskaming;

Registered Owner

According to registry records, the registered owner of the subject property is The Corporation of the City of Temiskaming Shores.

Sales and Listing History

The last transaction of the subject property is detailed as follows:

Address	Part North half of Lot 9 Concession 3, Grant Drive, New Liskeard
Instrument #	DT13803
Date of Registration	May 29, 2008
Transferor	664717 Ontario Limited
Transferee	The Corporation of the City of Temiskaming Shores
Legal Description	PIN 61336-0568
Consideration	\$219,500

There has been no known MLS sales, listing or transfer activity of the subject property within the past three years.

Encumbrances

No encumbrances were noted on title.

MARKET INFORMATION

Area

European settlement of the South Temiskaming area started in the 1890's with settlers coming to the area for mining, forestry and agriculture. According to the local Economic Development Office, the catchment area for marketing and shopping purposes encompasses a population of approximately 30,000 people.

The area has access to two provincial highways, Highway #11 runs north south throughout the province and Highway #65 which runs east to Quebec and west towards Matachewan. There is a private airport at the nearby Township of Armstrong. Rail service is available through the Ontario Northland Transportation Commission (north-south). Scheduled bus service follows Highway #11.

The area is serviced by both public and Roman Catholic School Boards. Post-secondary education is available at College Boreal and the Northern College of Applied Arts and Technology. The closest university is located in North Bay (Nipissing University).

Community

The City of Temiskaming Shores is located in the District of Temiskaming, on the shore of Lake Temiskaming, approximately 490 miles north of Toronto on Highway #11.

The City is an amalgamation of the Township of Dymond and the Towns of New Liskeard and Haileybury. Both New Liskeard and Haileybury are on the shore of Lake Temiskaming. The separate municipalities amalgamated January 1, 2004.

According to the 2011 Statistics Canada census information, the City has a population of 10,400, a slight decrease from the 2006 census population count of 10,442.

The City of Temiskaming Shores enjoys full municipal services including its own Fire Department. Policing is supplied by the Ontario Provincial Police. Electricity, municipal water and sewer, natural gas, cable TV and telephone service are available.

The former Township of Dymond serves as the largest shopping facility in the area and includes a shopping centre, Walmart, a number of fast good outlets, automotive and farm equipment dealerships. Significant recent additions include a new Holiday Inn Express hotel and a new Toyota dealership in the area. The former Town of New Liskeard hosts a fairly vibrant downtown core. The former Town of Haileybury's downtown is small and less vibrant than that of New Liskeard.

Neighbourhood

The subject property is located on Grant Drive at the northern end of the former Township of Dymond. Grant Drive runs north/south parallel to Highway 11. The immediate area consists of a mixture of industrial / commercial buildings, including an automotive dealership, hotels, miscellaneous service and professional offices and a number fast-food restaurants between Highway 11 and Grant Drive. The east side of Grant Drive consists primarily of farm land. The popular Breault residential subdivision is located to the north Grant Drive.

Local Real Estate

The area residential market has remained relatively stable over the past year.

The few commercial and industrial properties traded indicate a steady but stable trend in prices.

SITE DESCRIPTION

Dimensions and Shape

The subject property is rectangular in shape. According to MPAC records the property has a total area of 8.70 acres. The subject property is located on the east side of Grant Drive and according to GeoWarehouse has 630.9 feet of street frontage.

Topography, Drainage and Soil Capacity

The subject property consists of rolling cleared acreage with drainage being via open ditch.

No soil core samples were analyzed in connection with this report, but it is assumed, from lack of evidence otherwise, the soil is capable of supporting any proposed future improvements.

Rights of Way and Easements

There are no known rights of way or easements on the subject property

Services

Telephone service and hydro-electricity is available to the subject property. Municipal water and sewer services are available on Grant Drive and we have been informed that they can be extended to the subject property.

IMPROVEMENT DESCRIPTION

The subject property being appraised in this report does not contain any structures and is unimproved.

ASSESSMENT AND TAXES

According to information provided by the local official and MPAC, the subject property is assessed as follows:

Address	North half of lot 9 Concession 3, Grant Drive
Roll Number	54 18 020 002 06906 0000
2012 Assessment	\$41,000
2016 Assessment	\$65,000
2017 Phase-In	\$47,000
Site Area	8.70 Acres

ZONING AND LAND USE

According to municipal officials the subject property is zoned Highway/Service Commercial (C1) in the Township of Dymond Zoning By-law 984 and is designated as part of Mixed Use Areas in the City's Official Plan.

A copy of the zoning by-law and associated provisions are attached in the Addenda Section of this report.

HIGHEST AND BEST USE

Introduction

Highest and Best Use is defined as follows in The Appraisal of Real Estate, 3rd Canadian Edition, published in 2010 by the Appraisal Institute of Canada:

“The reasonably probable and legal use of vacant land or an improved property, that is legally permissible, physically possible, appropriately supported, financially feasible, and that results in the highest value.”

In an appraisal estimating market value the highest and best use analysis determines the most competitive and profitable use of the subject property. Highest and best use is a market-derived concept determined by the competitive forces acting in the specific market where the subject property is located.

Criteria Utilized In the Highest and Best Use Analysis

There are four criteria which must be examined in the analysis of the highest and best use. These criteria are listed and detailed as follows.

1. *Legally Permissible*: Factors which are to be examined in order to determine which uses are legally permissible include: zoning by-laws, official plans, restrictions and covenants on title, building codes, environmental regulations, long term leases and the possibility of a change in zoning.
2. *Physically Possible*: Factors which are to be examined in order to determine what type of development is physically possible include: size, shape, terrain, accessibility, risk of natural disasters, frontage, depth, possibility of assemblage, capacity and availability of public utilities, topography, subsoil conditions, cost of site preparation, cost of foundation. In the case of a property, as improved, the condition of the improvements and its ability to remain in its current use must be examined, along with the cost of conversion, compared to the anticipated returns, if an alternate use is indicated.
3. *Financially Feasible*: The previous two criteria will have produced a limited number of possible uses for the subject property; at this point the possible uses are analyzed to determine which are likely to produce the best return on an investment. Determination and evaluation of supply and demand and location are undertaken.

4. *Maximally Productive*: This criterion estimates the best choice of the remaining feasible uses of the property in order to obtain the maximum market value or income accruing to the land.

Highest and Best Use of the Subject Property

According to MPAC the subject property is comprised of 8.70 acres of land situated in a mixed use neighbourhood, zoned Highway/Service Commercial which allows for a variety of uses. There is primarily commercial and mixed use within the immediate area of the subject property. It is our opinion the highest and best use of the subject property is for commercial development when economically feasible.

Assemblage

Assemblage is defined by the 2014 Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) as follows:

“The value of the whole may be less than, equal to or more than the sum of the components of the various estates or parcels. Assemblage establishes the effect on value, if any, of the “larger parcel.”

In this case the subject has sufficient size and assemblage would not increase the subject's value.

VALUATION

Introduction

There are six procedures which may be utilized in estimating the value of the subject property, as vacant land:

1. The Direct Comparison Method: In this method sales of similar vacant sites are examined and analyzed in order to estimate the value of the subject land. This approach is generally favoured by appraisers when sales are available.
2. The Abstraction Method: This method determines typical ratios of land value to property value for the applicable type of real estate in specific locales. This method is often utilized when land sales are rare or non-existent.
3. The Extraction Method: This method is a variety of the abstraction method in which sale prices of improved properties have the depreciated cost of the improvements deducted to reach a land value. This method is utilized when land sales are rare or non-existent.
4. The Subdivision Development Method: In this method the total gross revenues from the sale of a lot or lots is estimated then deductions for costs such as servicing, development fees, sales commissions, overhead, interest costs and developer's profit are subtracted. The resultant figure is an indication of value. This method is most often utilized for estimating the value of raw land by hypothetically projecting a subdivision on the land.
5. The Land Residual Method: In this method the land is hypothetically improved with the highest and best use which results in the highest net return. The net return of the improved property then is lessened by the return attributable to the improvements which leaves the residual attributable to the land. This residual is then capitalized at the appropriate rate for an indication of land value. This method

is most often utilized in downtown cores of large cities where land sales are non-existent.

6. Ground Rent Capitalization: This method is utilized to value land which is leased. Market rents and capitalization rates are determined and analyzed to convert ground rents into market value.

This report will utilize the Direct Comparison Method. There are sales and listings of vacant land available for analysis and this is the method utilized in our market for this type of property.

SALES COMPARISON APPROACH

Introduction

The Direct Comparison Approach is a valuation method wherein the subject property is compared with similar properties which have been sold or offered for sale, close to the valuation date of the appraisal. The underlying assumption is that if the subject property were exposed to the market, at the date of valuation, it would be competing with the comparable properties, dealing with similar market conditions and similar purchasers. Adjustments are made for differences between the subject property and comparable properties. The greatest consideration is given to comparable property sales which are the most similar to the subject property and have sold closest to the value date of the appraisal.

The Direct Comparison Approach is based upon the principle of substitution which states a prudent and knowledgeable purchaser will not pay more for a property than it would cost to purchase a similar and equally desirable substitute, assuming there is no undue delay in making the acquisition.

The Direct Comparison Approach is pertinent as it studies the actions of vendors and purchasers within the marketplace. The reliability of the results are dependent upon the quality of the sales data obtained and the ability of the appraiser to ascertain the appropriate adjustments. Adjustments should only be made for significant, relevant characteristics which would be recognized and reflected in the market. The process involves the following steps:

1. Survey the area in order to locate recent sales, conditional sales and listings of comparable properties.
2. Collect and verify all pertinent information with regard to each comparable property.

3. Analyze the accumulated market information with regard to date and terms of sale, the length of time offered and motivation on the part of either the purchaser or vendor.
4. Compare the subject property in detail with each comparable, making the necessary adjustments as outlined below.
5. Correlate the market data and, through an adjustment process, develop an indication of what the comparable would have sold for had it possessed the physical and economic characteristics of the property being appraised.

Valuation of the Subject Property

In estimating the market values of the subject property by the Direct Comparison Approach, a number of sales and offerings to sell of residential / commercial properties within the market area were located and analyzed. The details of the most appropriate improved comparables are outlined as follows:

Chart of Comparables Utilized

ID	Address	Sale Date	Price	Acres	\$ / Acre	Zoning	Comments
<i>Subject Property</i>	N ½ Lot 9 Con 3 Grant Drive New Liskeard	-	-	8.70	-	C1	Limited highway exposure
Comparable #1	Part Lot 8 Con 4 HWY 11 New Liskeard	06-Sep-2016	\$140,000	2.17	\$64,516	C1	Located off HWY 11, good exposure with poor access
Comparable #2	Con5 Lot 12 HWY 11 Englehart	04-Jan-2016	\$85,000	2.89	\$29,411	CH-H	Commercial lot off Highway 11, Englehart, good highway exposure
Comparable #3	744046 Brazeau Boulevard New Liskeard	30-Jun-2015	\$25,000	1.23	\$20,325	M2	Located in an industrial park; limited highway exposure
Comparable #4	240 Shepherdson Road New Liskeard	30-Jun-2015	\$150,000	5.52	\$27,174	I	Highway exposure, entrance off Shepherdson Rd.
Comparable #5	998049 HWY 11	Active Listing	\$239,000 (Asking)	2.20	\$108,636	C1	Active Listing of a commercial lot fronting on Hwy 11 in New Liskeard
Comparable #6	Pt 4 Lot 9 Con 3 Grant Drive New Liskeard	Active Listing	\$109,000 (Asking)	1.30	\$83,846	C1	Active Listing of a commercial lot fronting on Grant Drive in New Liskeard

Analysis

Comparable number 1 is located at Part Lot 8 Concession 4 on Highway 11 in the former Township of Dymond and sold for a price of \$140,000 in September 2016. The property consists of 2.17 acres of vacant land zoned C1. The unit rate of \$64,516 per acre requires a downward adjustment for superior location due to having good highway exposure and an upward adjustment due to having limited access from the highway.

Comparable number 2 is located at Concession 5 Lot 12 on Highway 11 in the Town of Englehart and sold for a price of \$85,000 in January 2016. The property consists of 2.89 acres of vacant land zoned CH-H. The unit rate of \$29,411 per acre requires a downward adjustment for highway exposure and a downward adjustment for inferior location due to being located in Englehart.

Comparable number 3 is located at 744046 Brazeau Boulevard in the former Township of Dymond and sold for a price of \$25,000 in June 2015. The property consists of 1.23 acres of vacant land zoned M2. The unit rate of \$20,325 per acre requires an upward adjustment due to inferior location, being situated in an industrial park.

Comparable number 4 is located at 240 Shepherdson Road in the former Township of Dymond and sold for a price of \$150,000 in June 2015. The property consists of 5.52 acres of vacant land zoned I. The unit rate of \$27,174 per acre requires minimal overall adjustment.

Comparable number 5 is located at 998049 on Highway 11 in the former Township of Diamond and is an active listing with an asking price of \$239,000. The property consists of 2.20 acres of vacant land zoned C1. The unit rate of \$108,636 per acre requires downward adjustment due to being an asking price only and due to being a superior location along the highway.

Comparable number 6 is located at Part 4 Lot 9 Concession 3 on Grant Drive in the former Township of Diamond and is an active listing with an asking price of \$109,000. The property consists of 1.30 acres of vacant land zoned C1. The unit rate of \$83,846 per acre requires a downward adjustment due to being an asking price only.

The subject property is an 8.70 acre parcel of vacant land on zoned C1 in a mixed use area. The subject property has frontage on Grant Drive with limited highway exposure.

The comparables show a range of value from \$20,325 to \$108,636 per acre. The adjustment process narrows this range to between \$27,174 and \$29,411 per acre.

In weighing the characteristics of the subject property relative to the sales comparables, it is our opinion that the applicable rate for the subject property is close to the middle of the reduced scale at \$28,000 per acre.

.

Therefore the total estimated value of the subject property, as of August 2, 2017 utilizing the Direct Comparison Approach is calculated as follows:

$$8.70 \text{ acres @ } \$28,000.00 \text{ per acre} = \$243,600$$

Rounded as per market norms to

TWO HUNDRED FOURTY THOUSAND DOLLARS

\$240,000.00

Exposure Time

Reasonable exposure time is defined by the 2014 Canadian Uniform Standards of Professional Appraisal Practice (CUSPAP) is as follows:

“In an appraisal the term means the estimated length of time the property interest being appraised would have been offered on the market before the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based upon an analysis of past events assuming a competitive and open market. It is always presumed to have preceded the effective date of the appraisal. It may be expressed as a range.”

A reasonable exposure time for the subject property under the market conditions as of the effective date of this report is estimated to be between six and twelve months.

CERTIFICATION

I certify to the best of my knowledge that:

- The statements of fact contained in this report are true and correct
- The reported analysis, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal impartial, and unbiased professional analysis, opinions and conclusions
- I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved
- I have no bias with respect to the property that is the subject of this report to the parties involved with this assignment
- My engagement in and compensation for this assignment were not contingent upon developing or reporting predetermined results, the amount of the value estimate, or a conclusion favouring the client
- My analysis, opinions and conclusions were developed, and this report has been prepared, in conformity with the Canadian Uniform Standards of Professional Appraisal Practice
- I have the knowledge and experience to complete the assignment competently
- No one provided significant professional assistance to the person(s) signing this report
- As of the date of this report the undersigned have fulfilled the requirements of The Appraisal Institute of Canada Continuing Professional Development Program for members
- The undersigned are members in good standing with the Appraisal Institute of Canada
- Robert Steele personally viewed the subject property
- Michael Potashnyk did not personally view the subject property
- Based upon the data, analysis and conclusions contained herein, the market value of the interest in the property described herein, subject to the underlying assumptions and limiting conditions outlined in the report, as at August 2, 2017, is estimated to be:

TWO HUNDRED FOURTY THOUSAND DOLLARS

\$240,000.00

This report contains and is subject to specific terminology descriptions, conditions, and limitations which may affect the stated opinion of value, the use, and the intended user of the report. Please carefully read, and pay particular attention to all of these descriptions, conditions and limitations.

Yours truly,

Steele & Associates



Robert Steele, B.A., CRA
Appraiser

Date: September 1, 2017

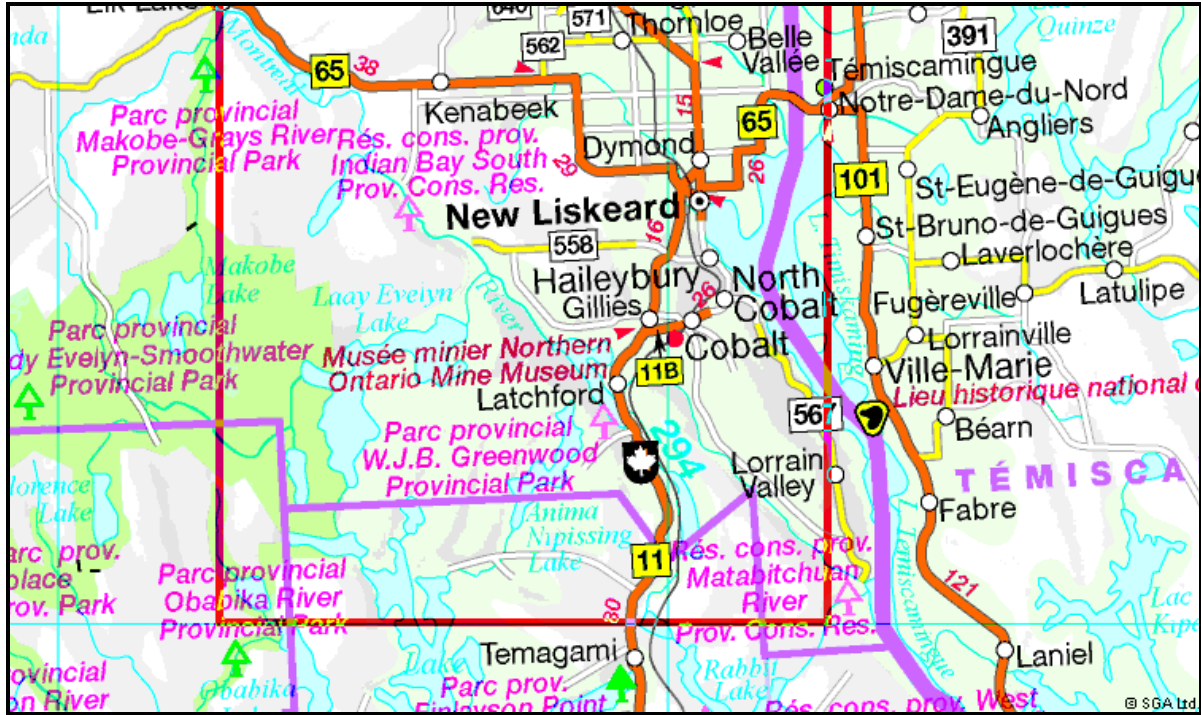


Michael Potashnyk, AACI, P.App
Appraiser

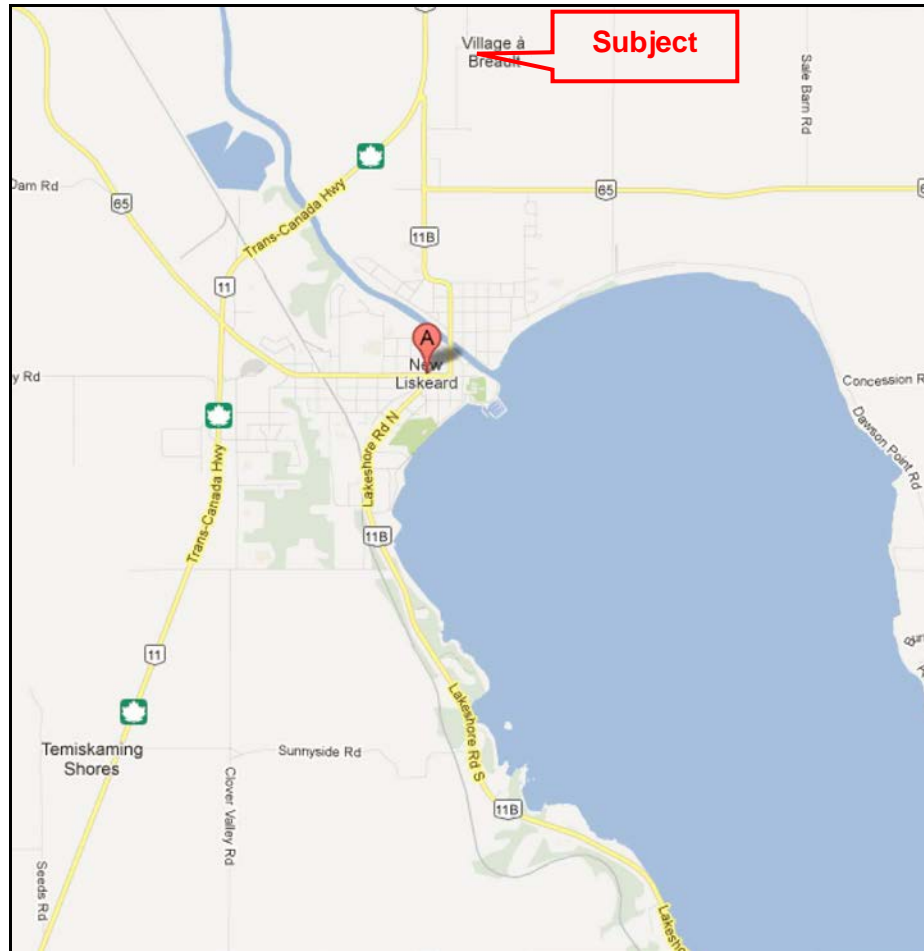
Date: September 1, 2017

Addenda

AREA MAP

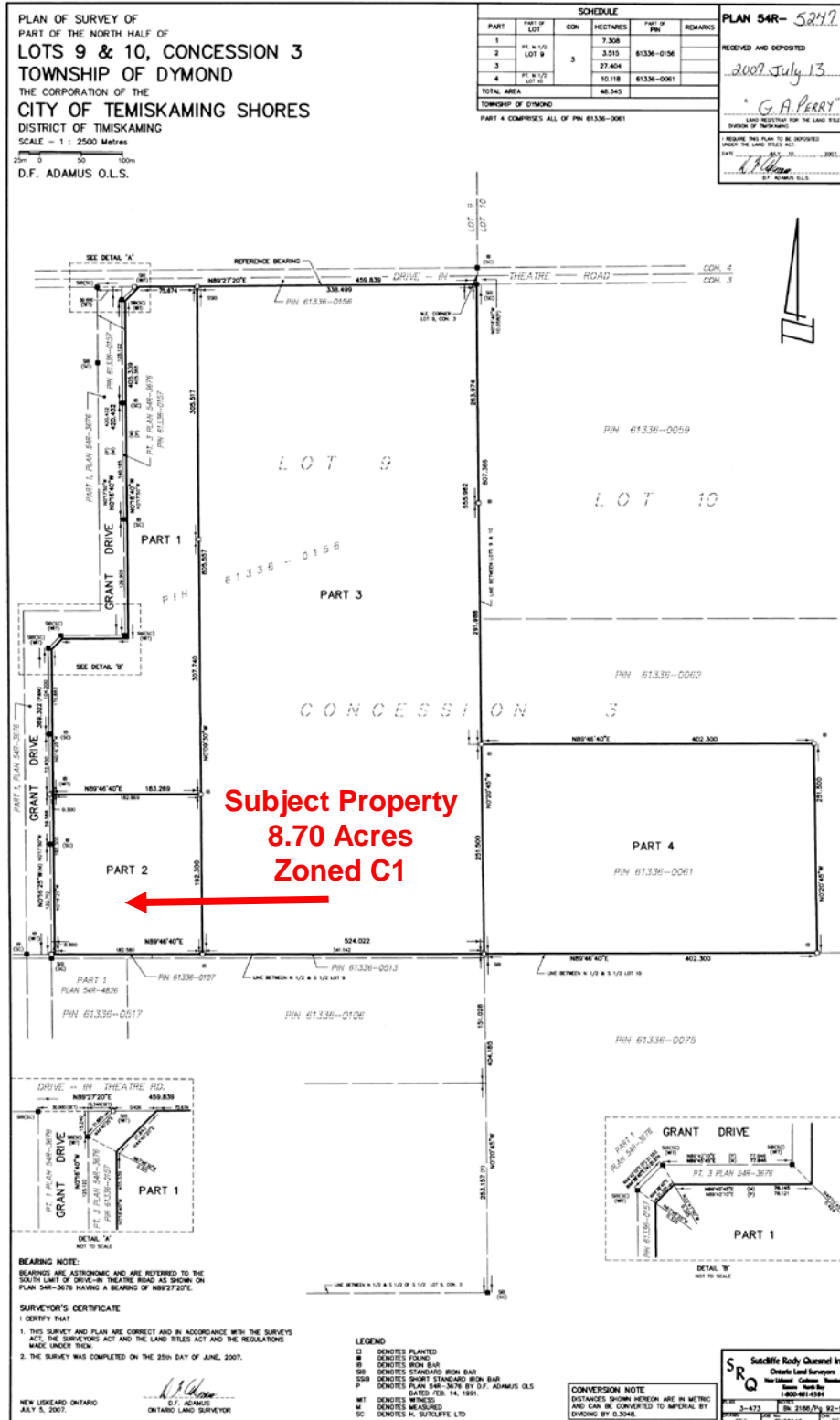


COMMUNITY MAP—SUBJECT PROPERTY



SUBJECT PROPERTY

(for reference purposes only)



SUBJECT PROPERTY
Viewing East from Grant Drive



NEIGHBOURHOOD PHOTO
Viewing North on Grant Drive



(1) USES PERMITTED

No person shall within any C1 zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following C1 uses, namely:

(a) RESIDENTIAL USES:

an accessory dwelling unit.

(b) NON-RESIDENTIAL USES:

a beverage room;
a business office;
a car wash;
a commercial garage;
a convenience store;
a dining room;
a fuel pump island;
a merchandise service shop;
a motel;
a recreational facility;
a restaurant;
a retail store;
a service station;
a vehicle agency.

(2) ZONE PROVISIONS

No person shall within any C1 zone use any lot or erect, alter or use any building or structure unless such lot is served by a public water system and a sanitary sewer system and except in accordance with the following provisions:

- | | |
|--|------------------------------|
| (a) LOT AREA (minimum): | -550.0 square metres |
| (b) LOT FRONTAGE (minimum): | -18.0 metres |
| (c) DWELLING UNITS PER LOT (maximum) | -1 for each
establishment |
| (d) BUILDING AREA (maximum): | -35% |
| (e) BUILDING SETBACK, FRONT (minimum): | -15.0 metres |
| (f) BUILDING SETBACK, FLANK (minimum): | -15.0 metres |

- (g) BUILDING SETBACK, REAR (minimum): -7.5 metres,
provided that, where a rear lot
line abuts a Residential zone,
the minimum rear building
setback shall be -10.0 metres
- (h) BUILDING SETBACK, SIDE (minimum): -4.5 metres,
provided that, where a side lot
line abuts a Residential zone,
the minimum side building
setback shall be -5.0 metres
- (i) BUILDING SEPARATION (minimum): -1.5 metres
- (j) BUILDING HEIGHT (maximum): -10.0 metres
- (k) DWELLING UNIT AREA (minima);
- (i) bachelor dwelling unit -40.0 square metres
 - (ii) other dwelling units -40.0 square metres,
plus an additional
15.0 square metres for
each bedroom
- (l) PLANTING STRIP LOCATION:
A planting strip shall be required along any portion of
a rear lot line or any portion of a side lot line which
abuts a Residential zone.
- (m) ENTRANCE SETBACK (minimum): -10.0 metres
- (n) PARKING SPACES (minima):
- (i) Residential uses -1 for each
dwelling unit
 - (ii) beverage room, convenience
store or restaurant -1 for each
15.0 square metres
of net floor area
or portion thereof
 - (iii) other Non-Residential uses -1 for each 50.0 square
metres of gross floor
area or portion
thereof

(o) FUEL PUMP ISLAND LOCATION:

No part of any fuel pump island shall be located closer than:

- (i) 6.0 metres to any street line; or
- (ii) 4.5 metres to any other lot line.

(p) GENERAL PROVISIONS:

In accordance with the provisions of Section 3 hereof.

(3) USES PERMITTED IN C1-1 ZONE

No person shall within any C1-1 zone use any lot or erect, alter or use any building or structure for any purpose except one or more of the following C1-1 uses, namely;

(a) RESIDENTIAL USES:

prohibited.

(b) NON-RESIDENTIAL USES:

a drive-in theatre.

(4) ZONE PROVISIONS FOR C1-1 ZONE

No person shall within any C1-1 zone use any lot or erect, alter or use any building or structure except in accordance with the following provisions:

- | | |
|--|-------------------------|
| (a) LOT AREA (minimum): | -20,000.0 square metres |
| (b) LOT FRONTAGE (minimum): | -150.0 metres |
| (c) BUILDING AREA (maximum): | -30% |
| (d) BUILDING SETBACK, FRONT (minima): | |
| (i) main building | -15.0 metres |
| (ii) accessory building | -3.0 metres |
| (e) BUILDING SETBACK, FLANK (minimum): | -15.0 metres |
| (f) BUILDING SETBACK, REAR (minimum): | -15.0 metres, |
| (g) BUILDING SETBACK, SIDE (minimum): | -15.0 metres, |
| (h) BUILDING SEPARATION (minimum): | -3.0 metres |

LAND
REGISTRY
OFFICE #54

61336-0576 (LT)

PAGE 1 OF 1
PREPARED FOR STEELE
ON 2017/08/31 AT 10:11:59

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CROWN GRANT *

PROPERTY DESCRIPTION: PT N 1/2 LT 9 CON 3 DYMOND PT 2 54R5247; TEMISKAMING SHORES; DISTRICT OF TEMISKAMING;

PROPERTY REMARKS: CROWN GRANT SEE NP5205 CONSENT OF PLANNING.

ESTATE/QUALIFIER: FEE SIMPLE ABSOLUTE
RECENTLY: DIVISION FROM 61336-0568

PIN CREATION DATE:
2008/06/04

OWNERS' NAMES
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

CAPACITY SHARE

REG. NUM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
<i>** PRINTOUT INCLUDES ALL DOCUMENT TYPES (DELETED INSTRUMENTS NOT INCLUDED) **</i>						
54R5247	2007/07/13	PLAN REFERENCE				C
DT13803	2008/05/29	TRANSFER	\$219,500	664717 ONTARIO LIMITED	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES	C

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: September 19, 2017
Subject: Addendum to Administrative Report PW-026-2017 - Disposal of Non-hazardous Waste – Agnico Eagle Mines Limited

Mayor and Council:

Please accept this Memo as an addendum to Administrative Report PW-026-2017 - Disposal of Non-hazardous Waste – Agnico Eagle Mines Limited.

At the Regular Meeting of Council held on August 8, 2017, the above noted Administrative Report was presented. Subsequent to discussion, Resolution No. 2017-312 to accept the non-hazardous material at the Haileybury Landfill was deferred until the Regular Meeting of Council on September 19th, 2017 as risk/liability concerns were raised surrounding the acceptance of the material should Ministry regulations change in the future.

At the Public Works Committee Meeting held on August 31st, 2017, Council’s concerns were discussed. It was noted that the Tipping Fees at the landfill associated with the acceptance of contaminated/non-hazardous waste (\$100/cubic yard) was set to assume the risk/liability of the material. Additionally, the Committee was informed that Staff would be meeting with Story Environmental and Agnico Eagle to discuss Councils concerns and questions.

On September 8th, 2017 the meeting with Story Environmental and Agnico Eagle was held. As a result, Staff identified some miscommunication as there is no Ministry requirement or order that resulted from any inspection surrounding the elevated concentrations. Rather, Agnico Eagle Mines Ltd. is taking a proactive approach to deal with the material as the Cobalt Lode Landfill is not officially designated as a “closed” landfill site. Furthermore, it was determined that a presentation to Council by Story Environmental (SES) and Agnico Eagle (AE) would be beneficial to allow Council to make an informed decision. Representatives from SES and AE will be attending the Regular Meeting on September 19th, 2017 to discuss their request for contaminated waste disposal.

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

Subject: Disposal of Non-hazardous Waste
– Agnico Eagle Mines Limited

Report No.: PW-026-2017
Agenda Date: August 8, 2017

Attachments

- Appendix 01:** Draft Agreement
Appendix 02: Memo – Story Environmental Inc.
Appendix 03: MOECC Correspondence

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-026-2017;
2. 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.

Background

In January of 2017, the City was approached by Agnico Eagle Mines Limited (Agnico Eagle), through their consultant Story Environmental & Geomatics, requesting a meeting to discuss the potential disposal of non-hazardous material at the Haileybury Landfill. As a result, staff met with members from Agnico Eagle and Story Environmental on February 15, 2017.

During the meeting staff was presented with the need to dispose of approximately 3,000 cubic yards of residue from the Agnico Eagle Silver Refinery which was previously deposited at an approved landfill site located to the southeast of Cobalt. Although this landfill site had been previously approved for disposal of this material, elevated concentrations of arsenic, cobalt, nickel, and zinc are being found in surface and seep water samples as the landfill is located in a low-lying area. As a result, the Ministry of Environment and Climate Change required research on how to deal with the elevated concentrations.

Fourteen toxicity characteristic leaching procedure (TCLP) samples of the material were taken with results indicating that the material is non-hazardous and suitable for landfilling at the measured levels of toxicity. Knowing that the Haileybury Landfill is nearing capacity and is at a higher elevation, Story Environmental has proposed that this would be an optimal location for the disposal of the material.

Following the presentation, staff indicated that with Ministry approval the City would be willing to accept the material at the Haileybury Landfill should this be the preferred method to deal with the elevated concentrations. The current rate of \$100 per cubic yard for non-resident contaminated waste would apply.

The meeting concluded with Agnico Eagle and Story Environmental indicating that they will be investigating other options and will contact the City once a decision has been made. At the Public Works Committee Meeting held on February 23, 2017, this proposal was discussed.

Analysis

On June 8, 2017 staff met again with Agnico Eagle and Story Environmental. It was indicated that disposal at the Haileybury Landfill is their preferred approach for dealing with the above noted material. A discussion was held surrounding each party's requirements in where it was decided that along with the applicable disposal fees of \$100 per cubic yard, Agnico Eagle would be responsible for costs associated with delivery of the material to the landfill, Story Environmental will be the administrator for the project and be responsible for quantifying the material delivered and the City will be responsible for placement at the landfill and final cover material.

Appendix 01 – Draft Agreement outlines the requirements for the project. Appendix 02 – Memo from SEI – compiles the Cobalt Lode TCLP results. Appendix 03 confirms the Ministry of Environment and Climate Change approval for the project.

This project was again discussed at the Public Works Committee Meeting held on July 6, 2017.

Relevant Policy / Legislation/City By-Law

- Certificate of Approval No. A570402 – Haileybury Landfill
- Environmental Protection Act - Waste Management, Ontario Regulation 347

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- Meeting with Agnico Eagle – February 15, 2017
- Public Works Committee Meeting – February 23, 2017
- Meeting with Agnico Eagle – June 8, 2017
- Public Works Committee Meeting – July 6, 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 estimated revenue for the above noted agreement is \$ 300,000.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to authorize the entering into an Agreement with
Agnico Eagle Mines Limited for the disposal of Contaminated
Waste from the Cobalt Lode Site at the Haileybury Landfill Site**

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-027-2017 at the August 8, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Agnico Eagle Mines Limited for the disposal of Contaminated Waste from the Cobalt Lode Site at the Haileybury Landfill Site for consideration at the August 8, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an agreement with Agnico Eagle Mines Limited;

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

1. That the Mayor and Clerk be authorized to execute an Agreement with Agnico Eagle Mines Limited for the acceptance of Contaminated Waste from the Cobalt Lode Site at the Haileybury Landfill Site, a copy of which is hereto attached as Schedule "A" and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 8th day of August, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Agnico Eagle Mines Limited

For the acceptance of Contaminated Waste from the Cobalt
Lode Site at the Haileybury Landfill Site

This Agreement made in duplicate this 00th day of September, 2017.

Between:

Agnico Eagle Mines Limited

(hereinafter referred to as “Agnico”)

And:

The Corporation of the City of Temiskaming Shores

(hereinafter referred to as “the City”)

Recitals

Agnico wishes to dispose of Contaminated Waste (“waste”) from their Cobalt Lode Site at the City owned Haileybury Landfill Site in accordance with the applicable Environment Compliance Approval;

The City and Agnico (collectively, the “Parties” and each a “Party”) are entering this Agreement to set out their respective rights and obligations with respect to the management, delivery and disposal of the waste;

Now therefore in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration the receipt and sufficiency of which is hereby irrevocably acknowledged, the City and Agnico agree as follows:

General Provisions

1. Volume of Contaminated non-Hazardous Waste

The Contaminated Waste referred to herein is being transferred from Agnico’s Cobalt Lode Site and has been estimated at 2,300 m³ (3,000 yd³) and has an average TCLP of 2.18 mg/L for the arsenic are below the TCLP 2.5 mg/L for Arsenic to be considered Hazardous.

The volume of waste permitted to be disposed at the Haileybury Landfill Site shall not exceed 2,800 m³ (3,700 yd³) without prior written approval of the City in the form of a Council resolution.

The material shall be verified by box measure by Agnico’s Environmental Consultant, Story Environmental.

2. Environmental Law

Agnico is required to comply with all applicable Environmental Laws, practice good

environmental stewardship and in compliance with the provisions contained herein. In this regard the City recognizes that Agnico has retained consultant services from Story Environmental as Project Manager for this initiative.

3. Agnico as Independent Contractor

In performing the disposal of the waste, Agnico shall be acting as an independent contractor and only to the extent and for the specific purposes expressly set forth herein. Neither Agnico nor its employees, agents or subcontractors shall be subject to the direction and control of the City, except in regards to access to the Haileybury Landfill Site.

4. Authorized Representatives

Agnico and the City shall be entitled to designate in writing to the other, one or more individuals who shall be authorized to represent it in connection with the day-to-day administration of the provisions of this Agreement. Each of the Parties shall be entitled to rely on the acts and approvals given by the other Party’s Authorized Representative until such time as it receives a written notification of change of the other Party’s Authorized Representative. At the time of execution of this Agreement the following are the Authorized Representatives:

For the City:

Steve Burnett
Technical & Environmental
Compliance Coordinator

and/or

G. Douglas Walsh, CET
Director of Public Works

For Agnico:

Josée Noel
Project Leader
Mining Reclamation

and/or

Maria Story, Project Manager
Story Environmental

5. Indemnification of the City

Agnico shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the City to the extent that such claim is solely attributed to Agnico’s negligence or willful misconduct when disposing of the waste.

6. Insurance

Agnico shall maintain Commercial General Liability insurance to a policy limit of at least five million dollars (\$5,000,000) in primary and umbrella/excess liability policy including but not limited to bodily injury, property damage, personal injury, product liability, contractual liability, owners and contractors protective, contingent employer’s liability, non-owned automobile liability, cross liability and severability of interest clause. The policy shall contain a waiver of subrogation in favor of the City and shall include **The**

Corporation of the City of Temiskaming Shores as an additional insured.

7. Acceptance of Material

Agnico shall place/dump the material at the Haileybury Landfill Site as per the instructions of the authorized agent for the City after which the City shall be responsible for the levelling and placement of the material as well as the placement of cover material in accordance with the Environment Compliance Approval for the Landfill Site.

8. Project Duration or Suspension of Operations

Agnico shall commence haulage of material within thirty (30) days of execution of this Agreement. Haulage shall continue until the agreed upon volume has been delivered.

Agnico shall notify the City’s authorized agent of any anticipated operational or weather conditions that would result in the suspension of operations.

The City shall notify Agnico’s authorized agent of any anticipated emergency situation wherein which the Haileybury Landfill Site cannot be accessed that would result in the suspension of operations.

9. Early Termination

If this Agreement is terminated for any reason by either Party prior to the completion of the haulage of the waste then Agnico shall pay the City for all waste deposited up to the date of termination.

10. Disposal Fees

A rate of \$76.45/m³ (\$100/yd³) shall be applied to the waste, being the current Contaminated Waste Non-Resident disposal fee. Agnico agrees to pay all amounts owing within thirty (30) days, as they become due, including any interest charges on late payments.

Except as otherwise expressly set out in this Agreement, Agnico’s total liability under this Agreement shall not exceed an amount equal to the aggregate amount of the disposal fee set out in this section 10.

11. Environmental Studies

Any Environmental Studies required solely in association with the disposal of the waste shall be at the sole expense of Agnico.

12. Amendments

No amendment to this Agreement will be valid or binding unless it is in writing and duly executed by both of the Parties hereto.

13. Survival

All outstanding payment obligations shall survive indefinitely the termination of this Agreement.

14. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement shall continue in full force and effect.

15. Governing Law

This Agreement shall be governed by and constituted in accordance with the laws in force in the Province of Ontario. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario for any legal proceedings arising out of this Agreement or the performance of the obligations hereunder.

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)

Agnico Eagle Mining Limited

Contractor’s Seal)
(if applicable))

Josée Noel – Project Leader, Mining Reclamation

Witness
Print Name: _____
Title: _____

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

To: Josée Noël, M.Sc.
Chargée de projets restauration
Project Leader – Mining
Reclamation
Agnico Eagle Mines Limited

From: Marie Manchester
EIT

Re: Cobalt Lode TCLP Results

Date: 21 September 2016

SEI Proj No: 105-05-02-2016

In September 2015, Story Environmental Inc. (“SEI”) dug several test pits in the 2300 cubic metres (“m³”) of material landfilled at the Agnico Eagle Mines Limited (“Agnico”) Cobalt Lode Landfill Site in order to delineate the extent and determine the quantity of the landfilled material. During this delineation exercise, three distinct materials in the Cobalt Lode landfill were identified: a brown (i.e., rusty) material, a green material, and a white material. Based on the delineation, the brown material constituted approximately 90% of the landfilled material and the white and green materials were present in much smaller quantities. It was determined that some limited sampling should be done to determine the characteristics of these materials. Two composite samples were taken from the brown material, COLO Brown 1 and COLO Brown 2, one composite sample from the white material, COLO White, and one composite sample from the green, COLO Green. The samples were analysed at SGS Canada Inc. (“SGS”) for toxicity characteristic leachate procedure (“TCLP”). According to the Ontario Regulation 347, *General – Waste Management* (“O. Reg. 347”), Schedule 4, wastes containing certain chemical concentrations in excess of TCLP Leachate Quality Criteria (“LQC”), are considered hazardous waste. In February 2016, SEI provided Agnico with a memo describing the results from the sampling of these three materials. According to the TCLP characterization, two of the samples leached arsenic at concentrations above the LQC, 2.5 milligrams per litre (“mg/L”), which would classify these samples as hazardous: one of the brown material and one of the green material (Table 1). The average arsenic TCLP result of the four samples was 2.28 mg/L which is below the LQC of 2.5 mg/L.

O. Reg. 347 does not detail the number of samples required to characterize a waste material. Due to the heterogeneous nature of the landfilled material, SEI followed the sampling requirements of Ontario Regulation 153/04, *Records of Site Condition – Part XV.1 of the Act*, Schedule F. Under Schedule F, to adequately characterize soil at least one soil sample should be collected for each 160 m³ of soil to be characterized. Using this method of characterization, the number of samples to adequately characterize the Cobalt Lode material was determined to be fourteen.

Due to the limited number of samples collected as part of the September 2015 program, SEI completed additional sampling on 18 and 19 May 2016. This sampling program involved taking ten

additional samples of the landfilled materials and sending these to SGS for TCLP analysis. Figure 1 illustrates the location of these sampling points relative to the waste footprint.

The sampling points were chosen based on proximity to the test pits dug in 2015 and spread out to ensure representative sampling of the landfilled materials. Shovels were used to remove the top layer of rock and a hand auger with split spoon attachment was used to sample the material. The hole was hand-augered until a solid bottom was reached. A representative grab sample of material was obtained from the split spoon of the auger. Approximately 100 grams were collected from each hole and placed in Ziploc bags, and stored in a cool location until they were shipped to SGS.

The results from the 2015 and 2016 sampling are provided in Table 1. Each of the samples has an arsenic TCLP concentration of less than 5.0 mg/L. The average arsenic TCLP result from the 2015 and 2016 sampling programs is 2.18 mg/L which is below the LQC of 2.5 mg/L. Based on the average results being less than the O. Reg. 347 LQC, the Cobalt Lode material is not hazardous.

Table 1: Cobalt Lode TCLP Analysis Results

Analysis	Units	leachate quality criteria ¹ (mg/L)	COLO Brown 1	COLO Brown 2	COLO White	COLO Green	COLO-17	COLO-1	COLO-8	COLO-9	COLO-18	COLO-19	COLO-20	COLO-21	COLO-23	COLO-22	Average
			02/09/2015	02/09/2015	02/09/2015	02/09/2015	18/05/2016	18/05/2016	18/05/2016	18/05/2016	18/05/2016	18/05/2016	18/05/2016	18/05/2016	18/05/2016	19/05/2016	
Mercury	mg/L	0.1	0.0079	0.0679	0.0018	0.00332	0.0115	0.0157	0.0009	0.0057	0.0004	0.0092	0.0056	0.0004	0.0108	0.0036	0.0103
Aluminum	mg/L		0.04	0.06	6.35	0.41	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1.72
Arsenic	mg/L	2.5	1.4	2.88	0.0225	4.83	2.11	3.08	2.52	1.11	4.22	0.35	2.83	2.04	1.64	1.51	2.18
Silver	mg/L	5	0.0003	0.0003	0.0333	0.0003	<0.08	<0.08	<0.08	<0.08	<0.08	<0.08	<0.08	<0.08	<0.08	<0.08	0.0310
Barium	mg/L	100	0.044	0.047	0.013	0.117	0.049	0.029	0.018	0.029	0.074	0.053	0.032	0.026	0.084	0.033	0.046
Beryllium	mg/L		0.00003	0.00004	<0.000007	0.00018	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00006
Boron	mg/L	500	0.369	0.353	0.345	0.289	0.109	0.221	0.132	0.065	0.142	0.492	0.272	1.02	0.18	0.059	0.29
Bismuth	mg/L		0.00005	0.00004	0.00003	0.00011	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00006
Calcium	mg/L		1180	1240	2850	1890	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1790
Cadmium	mg/L	0.5	0.00904	0.02470	0.00001	0.03660	0.01300	0.00800	0.05400	0.01400	0.06900	0.00300	0.01600	0.07400	0.01200	0.10000	0.03095
Cobalt	mg/L		3.86	9.15	0.45	25.00	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	9.62
Chromium	mg/L	5	0.0003	0.0002	0.0009	0.0011	<0.001	<0.001	0.0060	0.0010	0.0090	0.0080	0.0030	0.0160	0.0020	<0.001	0.0035
Copper	mg/L		0.05	0.57	0.44	1.50	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.64
Iron	mg/L		0.02	0.01	0.13	0.02	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.04
Potassium	mg/L		1.72	2.03	0.33	0.56	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	1.16
Lithium	mg/L		0.143	0.088	0.005	0.144	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.095
Magnesium	mg/L		54.8	33.5	14.8	43.2	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	36.6
Manganese	mg/L		10.30	11.30	0.03	8.45	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	7.52
Molybdenum	mg/L		0.001	0.001	0.003	0.001	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.002
Nickel	mg/L		8.0	6.8	1.9	21.6	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	9.6
Lead	mg/L	5	0.0166	0.0342	0.0001	0.0758	0.0370	0.0100	0.1000	0.0230	0.1200	0.0080	0.0200	0.1090	0.0090	0.0950	0.0470
Antimony	mg/L		0.097	0.055	0.005	0.059	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.054
Selenium	mg/L	1	0.002	0.002	0.001	0.001	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	<0.01	0.036
Tin	mg/L		0.0002	0.0024	0.0001	0.0001	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.0007
Strontium	mg/L		0.47	0.50	0.60	0.96	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.63
Titanium	mg/L		0.0002	0.0001	<0.00005	0.0003	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.0002
Thallium	mg/L		0.00023	0.00031	0.00003	0.00025	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00021
Uranium	mg/L	10	0.0023	0.0022	0.0005	0.0034	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	<0.1	0.3339
Vanadium	mg/L		0.0015	0.0011	0.0005	0.0012	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.0011
Tungsten	mg/L		0.00012	0.00005	0.00012	0.00002	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.00008
Yttrium	mg/L		0.0012	0.0009	<0.000002	0.0031	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	0.0013
Zinc	mg/L		0.45	3.60	<0.002	7.89	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	2.99

Notes:

- 1) Leachate Quality Criteria ("LQC") are provided in Schedule 4 of the Ontario Regulation 347. Hazardous waste is in exceedance of the LQC.
- 2) Average for non-detect values was calculated using 1/2 detection limit

Prepared by:



Marie Manchester, B.Eng., M.A.Sc.
EIT

Reviewed by:



Maria Story, P.Eng.
President

Attachments:


Figure 1: Cobalt Lode Property Sample Sites

Copy to:

Jean Cayouette, Environmental

R:\SEI\105 Agnico Eagle\105-05_GW and Geochemistry Sampling Program\105-05-02_Cobalt Lode\word_pdf\105_TCLP_ResultsMemo_draft_200916_MM.docx





Cobalt Lode Sample Sites

Legend

- Sample Site
- Historic Piezometer installed by Beak (Location is approximate)
- Delineated Area of Landfill

Credits: Aerial imagery flown in September 2008 and was purchased from Land Information Ontario
 Delineated landfill area generated from SGI topographic survey in the fall of 2015


UTM NAD 83 Zone 17N 1 centimetre = 10 metres

Kilometres

0 0.0125 0.025 0.05

Figure 1

Agnico Eagle Mines Ltd.		
Cobalt Lode Property		
Sample Sites		
Reference Number:		
Project Number: 105-05-02		
Drawing Number: SEI-105-05-02-005		
Drawn by: SEC	Rev'd by: MES	Date: 26/07/2016



STORY ENVIRONMENTAL INC.

332 Main Street
 P.O. Box 716
 Haileybury, Ontario P0J 1K0
 Telephone: (705) 672-3324
 Facsimile: (705) 672-3325

Dave Treen

From: Trach, Brent (MOECC) <Brent.Trach@ontario.ca>
Sent: July-04-17 2:13 PM
To: Josée Noël
Cc: Steve Burnett; Maria Story (maria.story@storyenvironmental.com); Jean Cayouette; St-Jacques, Lauri (MOECC)
Subject: RE: Cobalt Lode Material Disposal at Haileybury Landfill

Josée,

Provisional Certificate of Approval A570402 issued on December 18, 2009 approves the operation of a 5.8 hectare Landfill Site. Condition 2 and Condition 7 of the approval outline operating requirements and approved waste types. In addition, the approval requires waste brought to the site is to be inspected to ensure that the waste received at the site is of a type approved for acceptance.

As long as the Municipality operates the landfill in accordance with Provisional Certificate of Approval A570402, the Ministry has no objection.

If you have any questions, please do not hesitate to contact me.

Brent

Brent Trach
Provincial Officer
Ministry of the Environment and Climate Change
North Bay
705-497-6875

From: Josée Noël [<mailto:josee.noel@agnicoeagle.com>]
Sent: July-04-17 9:57 AM
To: Trach, Brent (MOECC)
Cc: Steve Burnett (sburnett@temiskamingshores.ca); Maria Story (maria.story@storyenvironmental.com); Jean Cayouette
Subject: Cobalt Lode Material Disposal at Haileybury Landfill

Good morning Brent,

As just discussed over the phone, we are about to enter into an agreement with the City of Temiskaming Shores to dispose of the non-hazardous contaminated material from the former Cobalt Lode Landfill at their operating and controlled landfill in Haileybury. As this landfill approaches the end of its operation, the Cobalt Lode material will be quickly covered which will greatly minimize potential leaching and ensure safe disposal of this material. If we can complete the agreement before City council this month, we will be able to start hauling the material later this summer.

In order to complete the discussions, we would really appreciate an input from your side regarding this plan.

Again, thank you! Best regards,

Josée Noël, M.Sc.
Chargée de projets restauration
Project Leader – Mining Reclamation

josee.noel@agnicoeagle.com

T: 819.759.3700 ,5821

Agnico Eagle Mines Limited
93, Rue Arseneault bureau 202
Val-d'Or, Québec, Canada
J9P 0E9

agnicoeagle.com



Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: September 19, 2017
Subject: Cost Analysis Study – Haileybury Wastewater Treatment Plant

Mayor and Council:

Periodic exceedances of e-coli and chlorine residual within the effluent have been occurring at the Haileybury Wastewater Plant. Chlorine is utilized in the treatment process to eliminate e-coli within the effluent; however the residual chlorine that is released within the effluent is regulated both from a Provincial and Federal level. City staff in conjunction with the Ontario Clean Water Agency (OCWA), have been working diligently to develop a solution to mitigate these exceedances while addressing the e-coli issues.

As a result of reported chlorine residual exceedances, Enforcement Officers from Environment Canada visited the Wastewater Plant. OCWA representatives and City staff provided the Officers with a tour of the facility explaining the operation and treatment process. As a result of the visit Environment Canada has requested follow-up information regarding any action plan developed to resolve the issue. In addition, the Ministry of Environment and Climate Change (MOECC) has required that a written action plan, including both long term and short term solutions, be submitted by September 7th, 2017.

The written action plan was submitted to the MOECC indicating short term solutions through Programmable Logic Control (PLC) integration with the long term solution requiring investigation to different options as it is understood that a large capital investment will be required.

Initial thoughts for the long term solution was to utilize a ultra-violet (UV) system rather than chlorine to deal with the e-coli exceedance. It is important to note that within the Federal Wastewater Systems Effluent Regulation, by 2021, the allowable amount of chlorine residual discharged within the effluent will be reduced to 0.02 mg/l which essential equates to zero, and currently there are no instruments available to accurately measure that low level. The preliminary estimate that staff has received for a UV system that would be suitable for installation at the treatment plant is approximately \$ 330,000 plus installation costs. As a result, staff has determined that it is prudent to investigate the option of installing a forcemain to have the wastewater pumped to the North Cobalt Lagoon where a UV system is already in place.

At this time staff is recommending that Council approve the preparation and release of a Request for Proposal to perform a Cost Analysis Study with 2 options. The first option being the incorporation of a UV system at the Haileybury Wastewater Plant and the second option having the wastewater pumped to the North Cobalt Lagoon. Additionally, operational cost savings and development of a “payback” period will be incorporated into the proposal. It is anticipated that there will be sufficient funds within the Environmental Operating Budget to have this cost analysis study completed in 2017.

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

Subject: Amendment to By-law No. 2013-054
Annual Landfill Monitoring (Hlby & NL) **Report No.:** PW-033-2017
Agenda Date: September 19, 2017

Attachments

Appendix 01: Extension Proposal – Amec Foster Wheeler

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-033-2017;
2. That Council directs Staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the current agreement with Amec Foster Wheeler for a period of two (2) years at a cost of \$61,755.00/year for consideration at the September 19, 2017 Regular Council meeting.

Background

In April of 2013, Council authorized a five year agreement with Amec Environmental and Infrastructure (now Amec Foster Wheeler) through By-law No. 2013-054 as amended to perform annual monitoring and reporting at both the Haileybury and New Liskeard Landfill Sites. This contractual agreement expires in June of 2018.

Additionally, in September of 2010 the City entered into a contractual agreement through By-law No. 2010-131 with Amec for work associated with the expansion of the New Liskeard Landfill which is currently on-going.

As Council is aware, the New Liskeard Landfill expansion required an Environmental Assessment (EA) which is a very intensive process requiring Ministry review, requirements and approval. As a result, Council has approved the expansion of the annual monitoring network at the New Liskeard Landfill through Contract Change Orders.

Analysis

Although the EA has not yet been approved it is anticipated that approval will be in the near future allowing the City to move forward with obtaining an Environmental Compliance Approval, design of the expansion and finally construction.

Through consultation with Amec, all additional water quality monitoring that is a result of the EA process will be a requirement moving forward. Since the City is in agreement with Amec for both the Landfill expansion and the Monitoring and Reporting, along with the fact that the Landfill Expansion is not yet complete, Staff approached Amec to supply a proposal for a 2 year extension requesting that their pricing be held from 2017. Amec has agreed to hold their pricing from 2017 however the additional sampling/monitoring requirement as a result of the EA process has also been included. The annual cost associated with the 2 year extension is

\$61,755.00, an annual increase of \$26,978 plus applicable taxes. Appendix 01 outlines the proposal.

Section 3.0 of the current agreement for the Monitoring and Reporting of the 2 Landfills states:

Prior to the termination date of this Agreement, the Corporation shall notify the Consultant of the City's decision either to seek proposals, renegotiate, assume, or to extend the term of this Agreement for the services supplied herein for a period to be fixed at that time.

Relevant Policy / Legislation/City By-Law

- By-law No 2013-054 – Agreement with Amec for Monitoring and Reporting at the Haileybury and New Liskeard Landfill Sites.
- By-law No. 2010-131 – Agreement with Amec for Work Associated with the Expansion of the New Liskeard Landfill

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- Public Works Committee Meeting – August 31, 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 costs associated with the 2 year extension will be budgeted in the 2018/19 landfill operations budget.

Alternatives

No alternatives were considered.

Submission

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



8 September 2017

Amec Foster Wheeler Proposal No.: **PY171055A**

City of Temiskaming Shores

PO Box 2050
325 Farr Drive
Haileybury, Ontario
P0J 1K0

Attention: Mr. Steve Burnett, Technical and Environmental Compliance Coordinator

**RE: 2018-2019 Annual Landfill Monitoring and Reporting Proposal
New Liskeard and Haileybury Landfill Sites
City of Temiskaming Shores, Ontario**

1.0 INTRODUCTION

Amec Foster Wheeler Environment & Infrastructure (Amec Foster Wheeler) is pleased to provide the City of Temiskaming Shores (the City) with the following brief proposal and cost estimate for the above captioned project.

It is Amec Foster Wheeler's understanding that the City requires site-specific work at the New Liskeard and Haileybury Landfill Sites (the Sites). Amec Foster Wheeler's technical field staff and professional office staff are familiar with both of the above-mentioned Sites, through experience gained during the completion of the 2013 through 2017 water quality monitoring programs, as well as an ongoing Environmental Assessment (EA) and landfill expansion design for the New Liskeard Landfill.

1.1 Project Objectives

Each Site is approved and/or operated under a Ministry of the Environment and Climate Change (MOECC) Environmental Compliance Approval (ECA), and as such, both Sites require regular water quality monitoring in order to assess compliance with the Site-specific ECAs and to ensure that unmitigated environmental impacts to the local ecosystems are not occurring.

Amec Foster Wheeler understands that the purpose of the annual landfill monitoring and reporting is to assess potential environmental impacts of the Sites on the natural environment with respect to groundwater, surface water and residential well water quality, as well as landfill gas, as applicable to each Site.

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2.0 NAME and EXPERIENCE OF ORGANIZATION

This proposal is being submitted by:

Amec Foster Wheeler Environment & Infrastructure

131 Fielding Road
Lively, Ontario
P3Y 1L7
Tel: (705) 682-2632
Contact: Emily Lemieux, ext. 287

2.1 Statement Of Qualifications

Key attributes of Amec Foster Wheeler's qualifications to undertake this project are:

- A strong regional presence, with our base of operations in Sudbury for executing this project – we have experienced engineers and hydrogeologists who are intimately familiar with the local geology and these sites in particular;
- The expertise of our proposed Project Team, which includes highly experienced and knowledgeable professionals with extensive landfill experience in northern Ontario, including these sites in particular;
- Our broad based capabilities and depth of technical and management resources – we are able to staff all aspects of this project using only Amec Foster Wheeler staff; and,
- Our experience in all aspects of landfill engineering, design, monitoring and closure projects as demonstrated by the listing of current and recent significant landfill projects provided herein along with a list of client references.

2.1.1 Related Previous Corporate Experience

Amec Foster Wheeler has been actively involved in landfill management since its inception over 25 years ago, and possesses significant experience in all aspects of landfill engineering, monitoring and closure for both non-hazardous and hazardous waste disposal facilities. Examples of relevant projects being carried out and/or completed by Amec Foster Wheeler in Ontario, limited to the last five years, include the following:

- Annual Monitoring and Regulatory Reporting for the New Liskeard and Haileybury Landfills, both natural attenuation type facilities, in the City of Temiskaming Shores, Ontario – including spring, summer and fall groundwater, surface water and residential well water sampling, landfill gas monitoring, groundwater geochemical and flow data, and comparison of groundwater geochemical data to Guideline B-7 (Reasonable Use Concept); (2013, ongoing).
- Annual Monitoring and Regulatory Reporting for Deloro Landfill, a natural attenuation type facility, in Timmins, Ontario – including review of surface water geochemical

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- data, groundwater geochemical and flow data, and comparison of groundwater geochemical data to Guideline B-7 (Reasonable Use Concept); (2003, ongoing); *Reference: Mr. Scott Tam, Public Works Supervisor (Waste Management), City of Timmins, Phone: (705) 360-8461.*
- Annual Monitoring and Regulatory Reporting for German Landfill, a natural attenuation type facility in Timmins, Ontario – including review of groundwater geochemical and flow data as well as comparison of groundwater geochemical data to Guideline B-7 (Reasonable Use Concept); (2003, ongoing); *Reference: Mr. Scott Tam, Public Works Supervisor (Waste Management), City of Timmins, Phone: (705) 360-8461.*
 - Annual Monitoring and Regulatory Reporting for three natural attenuation type landfills (Hartley Bay, Killarney and Key River) in the Municipality of Killarney, Ontario – including groundwater and surface water quality monitoring and assessment; (2007, ongoing); *Reference: Ms. Candy Beauvais, Municipality of Killarney, Killarney, Ontario, Phone: (705) 287-1040.*
 - Annual Monitoring and Regulatory Reporting for three natural attenuation type landfills in the Municipality of Markstay-Warren, Ontario – including review of surface water geochemical data, groundwater geochemical and flow data, and comparison of groundwater geochemical data to Guideline B-7 (Reasonable Use Concept); (2005, ongoing), *Reference: Mr. Denis Turcot, Chief Administrative Officer/Clerk, Municipality of Markstay-Warren, Ontario, Phone (705) 853-4536.*
 - Annual Monitoring and Regulatory Reporting for the Opatatika Wood Waste Landfill, a natural attenuation type facility, in Opatatika, Ontario – including sampling of groundwater and surface water, review of surface water geochemical data, review of groundwater geochemical and flow data, and comparison of groundwater geochemical data to Guideline B-7 (Reasonable Use Concept); (for 2005, ongoing). *Reference: Ms. Keri Bernard, Tembec Kapuskasing Operations, Phone: (705) 337-9772.*

3.0 PROJECT MANAGER

Emily Lemieux, B.Sc., Environmental Scientist, will be the project manager for this assignment. She will maintain liaison with City staff and ultimately be responsible for the overall quality and execution of the fieldwork, ensuring that all monitoring requirements are fulfilled. Ms. Lemieux will be responsible for field and technical aspects of the project, including collection of all water samples. Ms. Lemieux will also be a contributing author to the draft and final reports.

Ms. Lemieux is a graduate of the University of Alberta, and has 17 years' experience in the environmental field consisting of fisheries and aquatic studies, as well as a variety of environmental permitting and monitoring projects. She has an excellent understanding of landfill and mine site annual monitoring requirements, and has acted as the Environmental Scientist and Project Manager responsible for the completion of many of these projects, including the production of Annual Monitoring Reports to be submitted to the MOECC, for various clients at a

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number of sites across northern Ontario. She has conducted surface and groundwater sampling following accepted industry-wide environmental sampling protocols, compared analytical results to the applicable MOECC standards, and reported findings to both the client and the regulators. Ms. Lemieux has completed biological and hydrogeological evaluations for Permit to Take Water applications for numerous mine and construction sites in northern Ontario. She has also been responsible for various projects requiring liaising with regulators such as Fisheries and Oceans Canada, and has obtained the required advice, authorizations and permits for numerous projects involving in-water work.

Brian Grant, P. Eng. – Senior Hydrogeologist – As Senior Project Reviewer and Project Hydrogeologist, Mr. Grant is ultimately responsible for the overall quality and execution of all reporting. Mr. Grant will be a contributing author to the draft and final reports.

Mr. Grant is a Hydrogeologist and Water Resources Engineer and has 30 years of experience in hydrology, hydrogeology and environmental assessment studies in a broad range of market sectors. Project experience focused on mine site hydrogeology studies, groundwater hydraulics, mine water inflow, dewatering assessments, groundwater resource development and protection for municipal and private water supply systems, environmental due diligence assessments, groundwater impact monitoring at landfill and industrial sites. Mr. Grant's responsibilities include development of recommendations for property management and regulatory compliance, the specification and design of environmental and hydrogeologic studies, environmental site remediation, design of groundwater resource assessments and senior director of hydrogeology and property audit reports.

4.0 PROPOSED METHODOLOGY

The following methodology is proposed to meet the objectives of the study. Amec Foster Wheeler will provide all project management, supervision, labour, materials, equipment, tools, supplies, disbursements and other incidentals necessary for the exemplary performance and completion of all work as described below.

4.1 Groundwater Sampling

Qualified Amec Foster Wheeler environmental field personnel will employ a graduated electronic water level probe to measure the static water table levels in the monitoring wells. Per Amec Foster Wheeler's experience with these programs and existing knowledge of monitoring requirements, Site-specific groundwater monitoring is required, as follows:

- New Liskeard Landfill Site: 30 monitoring wells sampled and water levels obtained at an additional 9 wells during the spring, summer and fall of each year;
- New Liskeard Landfill Site: 7 residential wells sampled during the spring of each year; and,
- Haileybury Landfill Site: 11 monitoring wells sampled during the spring of each year, and 7 monitoring wells sampled and water levels obtained at an additional 4 wells during the summer and fall of each year.

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It is noted that five additional groundwater monitoring wells installed at the New Liskeard Landfill Site by Amec Foster Wheeler during 2017, as part of the ongoing EA process and as required by the MOECC, have been added to the annual monitoring program. It is also important to note that the groundwater monitoring program undertaken during 2018 and 2019 will be increased as compared to previous monitoring years.

Dedicated well instrumentation (Waterra Tube and foot valve system) will be used to obtain water samples from the groundwater monitoring wells, which will be immediately transferred to laboratory-prepared sample vials and bottles. Samples identified for heavy metals analysis will be field-filtered using a single use 0.45 μm filter unit, and the remaining samples will be preserved following standard laboratory protocols as established in the MOECC "*Guidance on Sampling for Use at Contaminated Sites in Ontario*" (revised December 1996). Potable water samples will be collected and preserved following the same protocols. The samples will be packaged in a temperature-controlled cooler chest and immediately shipped to the analytical laboratory.

4.2 Surface Water Sampling

Per Amec Foster Wheeler's experience with these programs and existing knowledge of monitoring requirements, Site-specific surface water monitoring is required, as follows:

- New Liskeard Landfill Site: 6 surface water stations sampled eight times per year; and,
- Haileybury Landfill Site: 3 surface water stations sampled during the spring and fall of each year.

It is noted that the surface water monitoring requirement for the New Liskeard Landfill Site is a new task, as of 2017, as required by the MOECC as part of the ongoing EA process, and has been added to the annual monitoring program.

Surface water samples will be collected and preserved following standard laboratory protocols as established in the MOECC "*Guidance on Sampling for Use at Contaminated Sites in Ontario*" (revised December 1996). The samples will be packaged in a temperature-controlled cooler chest and immediately shipped to the analytical laboratory.

4.3 Landfill Gas Monitoring

Landfill gas monitoring is required at a single location at the New Liskeard Landfill Site and is to be completed concurrently with groundwater sampling during the spring, summer and fall of each year.

4.4 QA/QC Program

Amec Foster Wheeler uses recognized industry standards, including the Canadian Council of Ministers of the Environment (CCME) Subsurface Assessment Handbook for Contaminated Sites and MOECC's manual *Guidance on Sampling and Analytical Methods for Use at Contaminated Sites in Ontario* for conducting environmental assessments. For quality

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assurance, all work is supervised and internally reviewed by senior staff members.

Where applicable, field sampling equipment decontamination will be completed in accordance with accepted protocols. As a minimum, sampling equipment is washed with detergent solution and rinsed with distilled water between sampling. Decontamination procedures will vary, depending on the project nature, and will be undertaken to prevent any cross-contamination between sampling sites. Screening instruments are calibrated periodically.

Amec Foster Wheeler will collect a minimum of 10% blind duplicate samples per Site for groundwater, residential well water and surface water, during each sampling event, as a quality control measure.

4.4 Reporting

Per Amec Foster Wheeler's experience with these programs and existing knowledge of monitoring requirements, submission of annual monitoring reports to the MOECC is required for each Site. Upon receipt of all annual investigative data, an annual monitoring report will be prepared for each Site. Each monitoring report will include all of the requirements of the Site's ECA, and will be prepared and signed by a qualified Hydrogeologist. For the Haileybury Landfill Site, various operations information will also be included in the annual monitoring report, as outlined in the ECA reporting requirements.

All supporting data (hydrogeological and chemical analytical data, maps, photographs and graphs) will be provided or appended. Supporting data and reports from the appropriate agencies will be referenced (if applicable). The groundwater flow and collected groundwater geochemical data will be used to assess the effectiveness of the present approach to leachate management (i.e., natural attenuation) through comparison to MOECC Guideline B-7 (Reasonable Use). A draft report will be provided to the City and the associated comments and required revisions will be incorporated into the final report.

For the purpose of this proposal, we have estimated the time requirements for the preparation of the monitoring reports on the basis of relatively predictable results. In the event that the water quality collected during the monitoring program reveals greater complexity with respect to surface and groundwater results and additional assessment is required for interpretive purposes, Amec Foster Wheeler would make the City project manager aware of the situation. An acceptable assignment scope amendment to permit additional specialist review and assessment of the data may be required at that time.

5.0 COSTING

At Amec Foster Wheeler we value the relationship that we have been able to build with the City over the past five years of involvement with your waste management facilities. Given this relationship, and in spite of increases in labour and field equipment costs, we are honoured to offer and hold costing for this two year extension at values equal to the current 2017 costing and similar to that of 2013, the initial year of our existing contract. The increase in the overall monitoring cost is solely a result of additions to the New Liskeard Landfill annual monitoring

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program due to MOECC requirements associated with the ongoing New Liskeard Landfill EA, and is not reflective of increases from either Amec Foster Wheeler or laboratory subcontractor AGAT Laboratories Ltd.

The estimated costs for the completion of the 2018 and 2019 annual landfill monitoring and reporting programs for the New Liskeard and Haileybury Landfill Sites are presented in the table below. For the purposes of this proposal, tasks have been separated and are presented as budget items based on the current (i.e., 2017) budget breakdown, in order to facilitate a year to year cost comparison.

TASK	COST
New Liskeard annual groundwater/residential well water monitoring and annual reporting program *Note that this cost includes five additional wells that are to be added to the annual monitoring program.	\$29,387
New Liskeard annual landfill gas monitoring	\$2,178
New Liskeard annual surface water monitoring	\$18,100
Haileybury annual groundwater/surface water monitoring and annual reporting program	\$12,090

The overall cost to complete the required 2018 and 2019 sampling programs and associated annual monitoring reports is estimated to be **\$61,755 per year, \$123,510 in total**, exclusive of HST, with a breakdown by Site of \$49,665 per year for the New Liskeard Landfill and \$12,090 per year for the Haileybury Landfill.

Our costs for this project will be billed monthly, with incidental disbursements invoiced at 6% of fees and major disbursements, including laboratory fees, marked up by 10%. It should be noted that the costs are based on Amec Foster Wheeler's current knowledge of Site conditions. Should conditions vary, Amec Foster Wheeler reserves the right to modify this workplan; however, no budgetary changes will be made without written authorization from the client.

The estimate in this proposal will be honoured for a period of 90 days, after which Amec Foster Wheeler reserves the right to review the costing.

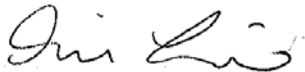
6.0 CLOSURE

We thank you for the opportunity to submit this proposal and look forward to assisting the City with this assignment. We trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned directly at (705) 682-2632.


Should Amec Foster Wheeler be awarded this project, please sign and return (via fax) the attached project authorization in order that we may begin work immediately.

Yours truly,

**Amec Foster Wheeler Environment & Infrastructure,
A Division of Amec Foster Wheeler Americas Limited**



Emily Lemieux, B.Sc.
Project Manager



Dan Cacciotti, P.Eng.
Office Manager



PROJECT AUTHORIZATION

The cost estimate submitted by Amec Foster Wheeler, proposal number PY171055A, for the 2018 and 2019 Annual Landfill Monitoring and Reporting at the New Liskeard and Haileybury Landfill Sites (**\$123,510**, exclusive of HST), is accepted.

- (1) Credit Terms: Net 30 days, 1.5 % per month (18 % per annum) on all overdue invoices.

- (2) Please specify any special billing requirements (i.e., billing address, c/o information, etc.). If not otherwise noted, invoices will be sent to the company listed on our proposal.

I accept the above, and the attached Standard Terms and Conditions, and hereby authorize Amec Foster Wheeler Environment & Infrastructure, a Division of Amec Foster Wheeler Americas Limited, to proceed with the work.

Signature

Date

Name

Company

**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE (AMEC FOSTER WHEELER)
TERMS AND CONDITIONS**

1. **COMPENSATION:** Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler's invoice. If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler's invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. **STANDARD OF CARE:** Amec Foster Wheeler will perform the Scope of Services utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler's profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. **INDEPENDENT CONTRACTOR:** Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any. Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. **INSURANCE:** Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker's compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) (\$1,000,000 per occurrence / \$2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage (\$1,000,000 CSL).

5. **CHANGES:** CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler's reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler's cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler's compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. **FORCE MAJEURE:** Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. **CLIENT'S RESPONSIBILITIES:** CLIENT agrees to provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. **SITE ACCESS:** CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler's site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT. At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such materials, including samples and wastes.

10. LIMITATION OF LIABILITY:

CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS (\$50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THE AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION: Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES: Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT's failure to do so shall not operate to modify this Agreement.

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

**Being a by-law to amend By-law No. 2013-054, as
amended being a by-law to enter into an Agreement with
AMEC Environmental and Infrastructure for the
Groundwater Monitoring at the Haileybury and New
Liskeard Landfill Sites – 2 Year Extension**

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 Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2013-054 on April 16th, 2013 being a by-law to enter into an agreement with AMEC Environmental and Infrastructure for Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites;

And whereas Council considered Administrative Report No. PW-033-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the contract for an additional two years for consideration at the September 19, 2017 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting Article 2.0 Contract Period and replacing it with the following:

2.0 Contract Period

The Parties agree that the obligations of the Parties under this Agreement shall begin on the **1st day of May, 2013** and shall extend through to the **31st day of June 2020**.

2. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting paragraph two and the associated table and replacing it with the following:

The City shall pay to the Consultant on a monthly basis based on invoices submitted by the Consultant plus HST for services rendered to annual upset limit set out in the following table:

Landfill Report	Hlby Landfill	NL Landfill	Upset Limit
2018 Monitoring Report	\$ 12,090.00	\$ 49,665.00	\$ 61,755.00
2019 Monitoring Report	\$ 12,090.00	\$ 49,665.00	\$ 61,755.00
Totals:	\$ 24,180.00	\$ 99,330.00	\$ 123,510.00

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Parapet Wall Repairs –
New Liskeard Library

Report No.: PW-032-2017
Agenda Date: Sept. 19, 2017

Attachments

Appendix 01: RFT 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-032-2017;
2. That Council directs staff to prepare the necessary by-law and agreement with Rivard Bros. Ltd. for the Parapet Wall Repairs at the New Liskeard Library at an upset limit of \$188,897.50, plus applicable taxes for consideration at the September 19, 2017, Regular Council meeting.

Background

In January of 2014, the City received a Library Building Condition Survey from Mitchell Architects, and within this report, they determined that the Parapet structure above the main entrance should immediately be deconstructed and rebuilt. At the time, it showed signs of bulging and that it was no longer vertical.

Since then, we have had multiple discussions with the Library board about the above-mentioned report and how to proceed with some of the recommendations. In 2016, we received Canada 150 funding for improvements to the New Liskeard Library. As part of this funding, the Library board in conjunction with the Building Maintenance Committee decided that the repairs to the parapet wall should be addressed. The City hired EXP engineering services to tender this work on our behalf.

Analysis

Only one (1) submission was received, in response to the Request for Tender, that had been circulated to known contractors and posted on the City's web site, prior to the closing date of July 27, 2017 at 2:00 p.m.

The tender was reviewed and evaluated in accordance to the requirements and the deliverables to be provided by the successful service contractor. **Appendix 01 – RFT Opening Results** summarizes the results of the response received as follows:

Vendor	Price – Quoted (HST Excluded)
Rivard Bros. Ltd.	\$166,897.50
*heat and hoard	*\$22,000.00

This report was presented to, and discussed at, the Building Maintenance Committee, as well as the Corporate Services meetings held on August 31, 2017, and received support for presentation to Council at the September 19, 2017 Regular Council meeting.

*Since these discussions, staff have approached Rivard Bros to ask for a price for additional costs to complete this work over the winter. An additional cost of \$22,000 plus HST would be added to the tender price in order to complete this work during winter months. These costs include fuel for heating, the use of insulated tarps and additional set up and take down time for heating and hoarding.

Relevant Policy / Legislation / City By-Law

- 2017 Building Maintenance Capital Budget

Asset Management Plan Reference

N/A

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

Below is a breakdown of what has been spent to date on this project, which includes the Canada 150 Funding:

Eligible Costs:		Actuals	
		To Date	Balance
Rehabilitation/Improvement to Assets	\$175,000	\$29,176	\$145,824
Fees paid to Professionals	\$20,000	\$13,170	\$6,830
Public Announcement/Ceremony	\$5,000		\$5,000
Total Eligible Costs	<u>\$200,000</u>	<u>\$42,346</u>	<u>\$157,654</u>
50% Funding	\$100,000	\$21,173	\$78,827

The revised Project Costs based on the contract being proposed will total \$234,570 of which \$100,000 is covered under the Canada 150 Grant. The City will be responsible

for the additional \$34,570 for a total municipal contribution of \$134,570. The revised costs will be included in the 2018 Capital Budget.

Alternatives

Discussion was held on removing the Library's Municipal Heritage Designation and re-tendering using alternative building materials. This alternative is not being recommended as the timing to de-register the heritage designation may impact the funding deadlines for the Canada 150 Program.

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: **NWL-01701029 "Library Parapet Wall Repairs"**

Closing Date: **July 27, 2017**

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

Department: **Public Works**

Opening Time: _____

Submission Pricing

Bidder: **RIVAED BROS. LTD**

Sub-Total:	158,950.00
Contingency (5%):	7,947.50
Total (excl. HST):	166,897.50

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:





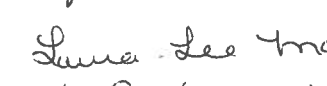
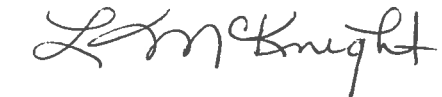
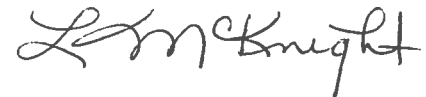
Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

Bidder:

Sub-Total:	
Contingency (5%):	
Total (excl. HST):	

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>	<u>Signature</u>
Mitch Lafreniere	City of T. Shores	
Clint Beauvais	PCI	
Don Wasnit	Cof TS	
Steve Burnett	Cof TS	
Michael DeMaack	exp	
Lee MacLeod	Cof TS	
MCKnight	Cof T. S.	

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

**Being a by-law to enter into an agreement with Rivard
Bros. Ltd. for the repair of the Parapet Wall on the
Temiskaming Shores Public Library – New Liskeard
Branch**

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-032-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Rivard Bros. Ltd. for the repair of the Parapet Wall at the Temiskaming Shores Public Library – New Liskeard Branch at an upset limit of \$188,897.50 plus applicable taxes for consideration at the September 19, 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 Rivard Bros. Ltd. for the repair of the Parapet Wall at the Temiskaming Shores Public Library – New Liskeard Branch at an upset limit of \$166,897.50 plus applicable 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 19th 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

Rivard Bros. Ltd.

for the repair of the Parapet Wall at the Temiskaming
Shores Public Library – New Liskeard Branch

This agreement made in duplicate this 19th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and:

Rivard Bros Ltd.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I

The Supplier will:

- a) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- b) Complete, as certified by the Director, all the work by **March 31, 2017.**

Article II

The Owner will:

- a) Pay the Contractor in lawful money of Canada for upgrading of shingles on the south side of Riverside Place in the amount of **One Hundred and Eighty-Eight Thousand, Eight Hundred and Ninety-Seven Dollars and Fifty Cents (\$188,897.50) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon the Director's certification 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 Supplier:

The Owner:

Rivard Bros. Ltd.
P.O. Box 1551
46 Lakeshore Road
New Liskeard, Ontario
P0J 1P0

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

Attn.: Patrick Rivard

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Rivard Bros. Ltd.

Contractor's Seal)
(if applicable))

Owner – Patrick Rivard

Witness

Name: _____

**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

FORM OF TENDER SECTION 00 41 13

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
LIBRARY PARAPET WALL REPAIRS
PROJECT NO. NWL-01701029**

TENDER BY Rivard Bros. Ltd

ADDRESS 248 Shepherdson Rd, New Liskeard
ON, P0J 1P0 TEL/FAX NO. (705) 647-5613

PERSON SIGNING Sylvain Rivard

A COMPANY DULY INCORPORATED UNDER THE LAWS OF Ontario

AND HAVING ITS HEAD OFFICE AT 248 Shepherdson Rd, New Liskeard

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: The Corporation of the City of Temiskaming Shores. (OWNER)
325 Farr Dr, P.O. Box 2050
Haileybury, Ontario
P0J 1K0

I/WE, Rivard Bros. Ltd.

having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. __ to __ inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of:

One hundred Sixty six thousand eight hundred ninety seven
.50 /100 (\$ 166 847,50), or such other sum as may be
ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

*The Tenderer shall insert here the number of Addenda received during the tendering period and taken into account in preparing this tender.

Attached to this Tender is a certified cheque, or other form of security, in the amount specified in the "Information for Tenderers", made payable to the Corporation of the City of Temiskaming Shores, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Owner if I/WE fail to file with the Owner the executed Form of Agreement for the performance of the work within ten (10) calendar days from the date of notification of the acceptance of this tender by the Owner.

I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post or by fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

The commencement date for work under this Contract shall be ^{Spring 2018} ~~fourteen (14) calendar days after receipt of Engineer's written order to commence work,~~ and to complete the work on or before Summer 2018 as set out in the Special Provisions, Liquidated Damages.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation, other than the Tenderer, has any interest in this Tender or in the proposed contract for which the tender is being made.

The Tenderer declares that this Tender is made without any connection, comparison of figures, or arrangements with or knowledge of, any other person, firm or corporation making a tender for the same work.

The "Agreement to Bond" of the Intact Insurance, a company lawfully doing business in the Province of Ontario, to furnish a Contract Bond in the form bound herein and appended hereto, in an amount equal to 100% of the Contract Price; or a letter agreeing to supply a certified cheque (or cash), if this Tender is accepted, is enclosed herewith.

SCHEDULE OF ITEMS AND PRICES

Item No.	Spec. No.	Item	Tender Quantity	Unit	Unit Price	Amount
1		Mobilization and Demobilization	1	L.S.		\$ 1500,00
2		Public Protection System	1	L.S.		\$12 600,00
3		Removal of Existing Numbered Limestone Masonry within Parapet Wall (See Drawing)	1	L.S.		\$31,200,00
4	04 03 43	Clean and Restore Existing Numbered Limestone Masonry	1	L.S.		\$36,400,00
5		Installation of Existing Numbered Limestone Masonry	1	L.S.		\$56,600,00
6		Remove, Restore, and Reinstall Wood Frame Windows	1	L.S.		\$4750,00
7	07 62 00	Metal Flashings (New and Restoration)	1	L.S.		\$6200,00
8		Remove, Restore, and Reinstall Metal Ornament	1	L.S.		\$4100,00
9		Gable End Wall Framing	1	L.S.		\$4600,00
10		Project Close Out	1	L.S.		\$1000,00
SUBTOTAL.....						\$ 158950,00

'SP' Denotes Special Provisions – Tender Items
 'SPEC NO' Refers to the Canadian Master Specifications (CMS)

SUB-TOTAL:.....	\$ 158950,00
CONTINGENCY (5%):.....	\$ 7947,50
TOTAL (EXCLUDING HST):.....	\$ 166 897,50

PROPOSED SUBCONTRACTORS & PROOF OF ABILITY

STATEMENT "D": Giving the name and address of each proposed subcontractor used in making up this tender and the portion of the work allocated to each.

SUBTRADE	NAME AND ADDRESS OF SUBCONTRACTOR	SCOPE OF WORK
	Norwood Masonry P.O. Box 627 Perth, ON K7H 3K4	Masonry

State the Subcontractor's experience in similar work which he has successfully completed.

YEAR	DESCRIPTION	FOR WHOM WORK PERFORMED	VALUE
2014/2015	Masonry Veneer Restoration project	Smith Falls Town Hall and VIA Rail station	\$650,000.00
2017	Masonry Veneer restoration localized area	Pembroke Court House	\$150,000.00
2014	Masonry Replacement and Rejoint	Battle of the Windmill site Prescott, ON	\$50,000

Subject: Transit Contract Services

Report No.: PW-027-2017
Agenda Date: Sept. 19, 2017

Attachments

- Appendix 01:** RFP Results
Appendix 02: Stock Transportation Proposal
Appendix 03: Draft Agreements

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2017;
2. That Council awards the Transit Services Contract, as detailed in Request for Proposal PW-RFP-008-2017, to Stock Transportation at an hourly rate of \$52.47 per bus plus applicable taxes;
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the September 19, 2017, Regular Council meeting.

Background

The Temiskaming Transit has always utilised a third party for the maintenance and operation of the transit system. The current Transit Services Contract expires on December 31, 2017, therefore the Transit Committee issued a Request for Proposal from potential bidders.

Analysis

Two (2) submissions were received in response to the Request for Proposals prior to the closing date of June 20th, 2017 at 2:00 p.m.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. The evaluation committee consisted of four (4) members of the Transit Committee, which then discussed the RFP with all members of the Committee at a meeting. Below are the results of the submissions;

Vendor	Hourly Rate/ bus	HST *	Total
Stock Transportation	\$52.47	\$0.92	\$53.39
Voyageur Transportation Services	\$114.21	\$2.01	\$116.22

Consultation / Communication

- Verbal update on the results of the RFP was provided to the Transit Committee at the meeting held on July 5, 2017.
- Admin Report PW-027-2017 submitted for Council on September 19, 2017.

Financial / Staffing Implications

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

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

The total annual cost of the contract in 2018 will be \$658,619. This is an annual increase of approximately \$140,000. The Transit Committee is currently reviewing its fare structure, hours or operation and levels of service in an effort to reduce the annual costs given the increase in the hourly operational costs.

The Committee plans to hold Public Information Sessions in the Fall of 2017 to outline potential cost saving measures.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

Christopher W. Oslund
City Manager

Document Title: **PW-RFP-008-2017**

Opening Date: **June 13, 2017**

Inquiry Contact: **M. Lafreniere**

Opening Time: **2:00 pm**

Description: **Transit Contract Services**

Form of Proposal

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

Bidder: **VOYAGEUR**

Bidder:

Hourly Rate (excl. HST):	114.21/hr.
Hourly Rate (w HST):	129.06/hr.

Hourly Rate (excl. HST):	
Hourly Rate (w HST):	

Bidder: **STOCK TRANSPORTATION**

Bidder:

Hourly Rate (excl. HST):	52.47/hr.
Hourly Rate (w HST):	60.34/hr.

Hourly Rate (excl. HST):	
Hourly Rate (w HST):	

Bidder:




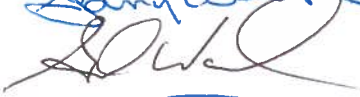

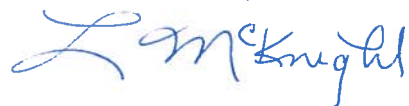
Bidder:

Hourly Rate (excl. HST):	
Hourly Rate (w HST):	

Hourly Rate (excl. HST):	
Hourly Rate (w HST):	

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

Print Name	Representing	Signature
C. W. Ostlund	City	
M. Lafreniere	"	
G. Wadge	CITY OF T.S.	
D. Wast	" "	
DAVE TROEN	" "	
LINDA MCKNIGHT	" "	

City of Temiskaming Shores
Request for proposal
PW-RFP-008-2017

Transit Contract Services

Stock Transportation Ltd

Transit Contract Services

Contract Transit Services

NON-COLLUSION AFFIDAVIT

I/We Troy Plimney 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

Troy Plimney

Company Name

Stock Transportation Ltd.

Title

Regional Manager

Contract Transit Services

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, Natick this 16 day of June, 2017.

FIRM NAME: Stuck Transportation Ltd.

BIDDER'S AUTHORIZED OFFICIAL: Troy Phinney

TITLE: Regional Manager

SIGNATURE: 

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Appendix C

Form of Proposal

June 20, 2017

City of Temiskaming Shores

P.O. Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

To whom it may concern,

Stock Transportation Ltd. is pleased to submit the enclosed response to the City of Temiskaming Shores to provide transit service to the public.

Since the 1930's we have been operating Transit buses in the Haileybury Region without interruption. Also for the past 50 plus years Stock Transportation has been trusted by the families associated with many school boards in Canada to provide safe, reliable on time transportation for their children. We are very proud of the service record we have built and enthusiastically look forward to continue our relationship with the people of Temiskaming Shores in January 2018.

Stock Transportation
128 Wellington Street W.
Barrie, Ontario L4N 1K9

Telephone: 705-737-9847

Web: www.stocktransportation.com

Our transit customers around North America have found that contracting with Stock has enabled them to not only solve for transit challenges, but also control costs, while maintaining the highest safety standards, service and accountability.

Our 98% customer retention rate is one of the highest in the transportation industry and it didn't happen by chance. We believe our personal attention to our customer's needs, our commitment to safety, and our customer service philosophy and practices are the reasons our clients are satisfied. Our proactive approach to superior customer services sets us apart from the rest.

Highlights from our proposal for the City of Temiskaming Shores include:

- ❖ An employee development and wage package that will provide a stable and sustainable group of skilled, safety conscious transit bus drivers.
- ❖ A dedicated customer service staff.
- ❖ Wifi on buses to provide the convenience to the internet while on board.

We look forward to having the opportunity to provide a second to now service to the City of Temiskaming Shores.

Temiskaming Shores Implementation Plan

Implementation Plan for Successful Start-Up – January 2018

As the long-time current provider of transit bussing in Haileybury, ON, Stock Transportation has already designed a transportation program specifically for the Transit priorities for Temiskaming Shores.

- ❖ Safety
- ❖ On-time performance
- ❖ Cost effectiveness
- ❖ Maintenance of high employee morale
- ❖ Positive community and customer relations

With an existing operations and maintenance facility ideally situated in Haileybury, ON, and a qualified and experienced leadership team in place, Stock is uniquely positioned to ensure a smooth transition. As always, our plan will center on the following areas; safety, fleet, drivers, and communication.

SAFETY

Safety is our top priority all day every day. As we have done in each of the past 50 + years that Stock has operated in Ontario. Prior to the start of Jan 1st, we will ensure all drivers are properly trained (including any re-training or re-certifications required) and licensed and will have attended our mandatory start-up meeting where we share important safety information. To prepare for the start-up meeting, our safety team will review current routes to identify possible issues and this will be addressed during the meeting.

FLEET

Our fully certified maintenance staff will insure that the fleet is, inspected and licensed. We will ensure the interiors and exteriors of all existing vehicles that will continue to be used are ready for the start of the contract. Our Maintenance team will insure all Preventable Maintenance is completed on buses and ready for Jan 1st, ensuring any necessary repairs, replacements or touch-ups are made. The Fleet will be washed, inside and out, so the passengers are greeted with a clean bus.

DRIVERS

Having enough safe, qualified and customer-oriented drivers is critical to a successful of a continuing and smooth start-up. The process of ensuring this takes place begins before the current contract ends, as we will speak with each employee to determine who will be joining our team. Based upon the results of our polling, we establish a driver staffing plan with specific recruiting targets. These targets are used to determine the number of applicants we need in order to meet needs, including spare drivers. With our high safety and customer service standards, not everyone who applies will be hired. Once we find qualified candidates, they are fully trained on all Stock policies and procedures prior to the start.

Temiskaming Shores Transit Implementation Plan

COMMUNICATION

As with any large undertaking involving many people, communication is key to our success.

IMPLEMENTATION TIMELINE

The following transition timeline will ensure a smooth transition from the end of the current contract year to the start in January 2018. Upon successful award of the new contract, Stock will work with Temiskaming Shores for specific dates.

Transition Item	Target Date(s)
Signing of new contract between Stock & The City of Temiskaming Shores	July 2017
Assessment of drivers staffing needs	Early November
Speak with drivers to determine who plans on continuing on with Stock	Early November
Develop a staffing plan for the next year	Early November
Review of driver qualifications to ensure nothing has expired	Late November
Inspect the entire fleet (new & existing)	Ongoing
Make any necessary repairs to units	Ongoing
Clean entire fleet inside and out	Ongoing
Classroom training (new Drivers)	Ongoing
Behind-the-wheel training (new Drivers)	Ongoing
Notify employees of the start-up meeting date	Early June
Insure Drivers are aware of all Policies that apply to Transit	Early December
Assign routes to Drivers (ensuring year over year consistency as much as possible)	December
Meet with Temiskaming Shores personnel to update them on our progress against the transition plan	Ongoing
Successful Start-Up	Jan 1 st 2018

COMPANY BACKGROUND, EXPERIENCE AND COMPANY REFERENCES

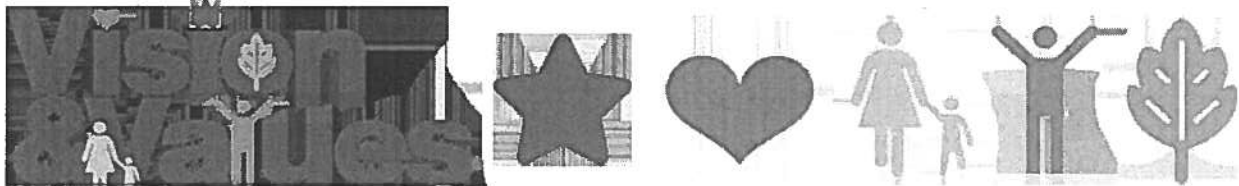
COMPANY PROFILE & HISTORY

Stock Transportation was founded by brothers Jeff and Jerry Stock in Bailieboro, Ontario, in 1958 and their sons continued to build upon the original foundation. In 2002, Stock was sold to National Express Group (NEG). Stock is the Canadian transportation division of National Express LLC (NELLC) the North American subsidiary of National Express Group PLC. NELLC consists of Stock Transportation in Canada, as well as Durham School Services & Petermann in the United States. The entire organization shares a strong commitment to provide quality transportation, outstanding customer service, positive employee relations and the highest level of safety imaginable. *Safety First* is our policy.



OUR VALUES

Stock Transportation is committed to continue to serve you and to provide the personal attention you need for successful transportation services. Our daily operations focus on our five core values: Safety, Customer, People, Community and Excellence.



EXCELLENCE

- ✓ We will constantly strive to be excellent in all that we do

SAFETY

- ✓ We only do what is safe and stop any unsafe behaviour

CUSTOMERS

- ✓ We place them at the heart of our business and relentlessly meet their expectations

PEOPLE

- ✓ We develop the talents, reward the exceptional performance and respect the rights of all our employees

COMMUNITY

- ✓ We are active in the communities we serve to generate economic, social and environmental value.

OPERATIONAL FOCUS – ALIGNING WITH OUR VALUES

In order to keep our core values at the forefront of all that we do, we have developed our *Enjoy the Ride* employee recognition program. This program recognizes employees for their safe performance, outstanding customer service and encourages them to participate in programs that focus on community improvement and performance excellence. Employees from across the organization are recognized in front of their peers and throughout the company for their efforts which align with each of these values.

OUR VISION AND MISSION

Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees. In 2015, 93.2% of our customers would recommend us and our overall employee satisfaction is as 83.1% (stats for NELLC).

COMPANY AND CONTACT INFORMATION

Stock Transportation Ltd	
Address:	Head Office 128 Wellington Street West Suite 201 Barrie, ON L4N 1K9 (705)737-9847
Website:	www.stocktransportation.com
Operations Contact:	Troy Phinney Regional Manager (902)481-8400 tphinney@stocktransportation.com

STOCK TRANSPORTATION FACILITIES

Stock currently has operations and maintenance facilities in the following areas:

STOCK TRANSPORTATION FACILITIES

Head Office	128 Wellington St W, Barrie, ON
Toronto	17 Upton Road, Scarborough, ON 1365 Kennedy Rd, Scarborough, ON 60 McCulloch Ave, Etobicoke, ON
Oakville	2741 Plymouth Drive, Oakville, ON
Kitchener	360 Shirley Avenue, Kitchener, ON
Richmond Hill	550 Edward Street, Richmond Hill, ON
Gormley	24 Cardico Drive, Gormley, ON
Sunderland	36 Highway 12, Sunderland, ON
Ottawa	5548 Power Road, Ottawa, ON
Kingston	930 Coronation Blvd, Kingston, ON
Haileybury	580 Main Street, Haileybury, ON
North Bay	59 Commerce Cres, North Bay, ON
Moncton*	116 Rooney Cres, Moncton, ON
Halifax*	55 Frazee Avenue, Halifax, ON
Cambridge*	6293 Highway 1, Cambridge, ON
Edmonton	217 Ellis Drive, Acheson, AB



STOCK
On the Journey of Learning



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FLEET MAINTENANCE AND PREVENTATIVE MAINTENANCE PROGRAM

Stock has developed a proactive approach to fleet maintenance and preventative maintenance that has been successful in increasing safety & reliability while lowering overall lifecycle running costs. Stock's industry leading proprietary Preventative Maintenance Excellence (PMx) program is the foundation of our fleet operation. It is part of our Oracle Enterprise Asset Management (eAM) platform – a nationally supported integrated maintenance system. Stock's PMx program is annually reviewed using live data to continually evaluate & evolve the program keeping it current with or exceeding industry best practices & the latest in inspection requirements. The rigorous PMx guidelines & Stock's comprehensive preventative maintenance program directly contributes to the safety of our fleet, its operators, our customers and the public.

PREVENTATIVE MAINTENANCE INSPECTIONS are based on a combination of distance traveled and days operated. Individual bus PM scheduling will depend on the type of operation, service provided and provincial regulations. The scheduling process is accomplished through the use of our computerized tracking system. PMx schedules are tracked by the PMx/eAM system and reviewed on a daily basis by our maintenance professionals. Included in the system is a listing of all required adjustments, inspections and services required by the Province of Ontario, the manufacturer, as well as, our own rigid requirements.

THREE PREVENTATIVE MAINTENANCE inspections are scheduled based on Stock mandated schedules, 30 day inspections, every 121 days using a 232 point checklist that includes all vehicle components and systems. During these inspections:

- ✓ Defects noted by technicians during any of the above inspections are documented on the inspection forms.
- ✓ When inspections are complete, all required repairs are performed and documented before a vehicle is returned to service.
- ✓ All defects are reviewed by the Maintenance Supervisor who assigns the repair work to a technician for completion.
- ✓ A communication card is left in the completed vehicle indicating the work that was done.
- ✓ A vehicle cannot be released back into service prior to completion of preventative maintenance follow-up work and repairs.
- ✓ All vehicles meet the requirements of the Department of Transportation Standards.
- ✓ The maintenance department will notify Dispatcher that repairs are complete and that the vehicle is ready for operational use.

INVENTORY & SPARE PARTS MANAGEMENT Stock maintains an ample spare parts inventory in all of our operating locations guaranteeing that parts are available for PM requirements and emergency/breakdown repairs. Stock has implemented Oracle Enterprise Asset Management (eAM) solution to manage spare parts inventory that provides:

- ✓ Centralized bus and parts inventory management
- ✓ Perpetual inventory
- ✓ Better utilization of workforce by systematic planning & scheduling
- ✓ Strict control and authorized movement of buses

The solution is used by corporate, operations and maintenance personnel to track, transfer, manage and maintain vehicles. Stock maintains purchasing agreements with multiple national suppliers ensuring that a timely and consistent supply of spare parts is always readily available, reducing downtime of the fleet.

INSPECTION SCHEDULING

Drivers are notified, well in advance of their bus inspection date, that their bus is due to be delivered to the maintenance depot for the PM inspection and that a spare bus will be supplied to them while the inspection is completed. All inspection information including pertinent dates and the repairs required/completed are recorded in the eAM system and PM compliance reports are reviewed regularly by our Area Maintenance Manager to ensure divisions are keeping within the scheduled PM timeframe.

DAILY PRE-TRIP INSPECTIONS

Drivers are required to conduct a pre-trip inspection every day prior to departing for their trip/destination. This is a mandatory requirement by both Stock and the Province of Ontario. Copies of these reports are kept in the Ontario office and can be made available upon request.

IDENTIFYING VEHICLE DEFECTS

Vehicle defects can be detected during the following types of inspections or events:

- Driver pre-trip inspections
- PM inspection
- Random quality checks
- Vehicle inspections conducted by provincial transportation authority
- In the event of an 'on the road failure'.

Once a defect is detected, the vehicle is immediately taken out of service until all repairs are completed. A spare bus will be provided to the driver without delay so they can continue to provide route service safely and on-time. All defects are noted in the vehicle inspection log and repairs are completed in a reasonable timeframe, usually within 24 hours. Repairs are prioritized based on the seriousness of the defect, necessary parts are ordered if they are not already in inventory, and repairs are completed in that order.

SCHEDULE "C"

I. GENERAL MAINTENANCE STANDARDS

1. All components of the vehicle bodies, accessories, chassis, and any additional equipment on the vehicles (i.e. ramps, radios, fareboxes) shall be maintained in a safe, sound and undamaged condition at all times. Repairs, including body, glass, and all bus appurtenances, shall be made expeditiously, unless the defect would affect safety or passenger comfort or have a significant effect on appearance, in which case the repair shall be made before the vehicle is put back into Revenue Service.
2. Heating and air-conditioning systems shall be maintained to ensure that passenger comfort under all climatic conditions at all times.
3. All mechanical, electrical, fluid, air, and / or hydraulic systems shall be maintained in a safe and working condition at all times.
4. Annual emission inspections are to be scheduled and implemented to meet all applicable emissions standards.
5. Wheelchair ramps must be operational at all times when vehicles are in Revenue Service. Regular inspections shall be performed on the "PM-A" inspection of all wheelchair ramps per manufacturer recommendations.
6. All vehicles placed in Revenue Service shall have fully operational air conditioning, wheelchair ramps (if / when applicable), securement devices, flip seats, radios, fareboxes, electronic destination signs, voice announcement systems (if / when applicable), security cameras (if / when applicable), seat belts, lights, brakes, horn, and passenger stop notification systems. In addition, all vehicles placed in Revenue Service shall be free of body damage, have no missing or unpainted panels, with wheels and tires checked nightly for any defects and deflation, curbing, or lugs missing, free of graffiti on the exterior and interior of the vehicles, have all safety items fully operational.
7. All tire replacements are to be OEM quality or better and must be provided by the Contractor. Steering axle tires shall not be recapped, regrooved, or retreaded. Non-steering axle tires may be recapped, regrooved, or retreaded.
8. Whenever a vehicle is being put into Revenue Service, to be used as a Charter, or Special Events, the Contractor shall perform a pre-trip inspection to ensure that the vehicle is clean and safe prior to its leaving the facility, including a complete cycling of the wheelchair ramp / lift.
9. No vehicle will be repaired with parts taken from another vehicle for any reason without prior consent from the City.

10. All vehicles will be maintained properly as required, and will not be put into peril any warranties that may exist on a particular vehicle from the OEM. In the event that warranty is void due to negligence or lack of maintenance, the Contractor will be required to purchase the remainder of the warranty from the OEM in order to cover the time that was lost due to negligence or lack of maintenance.
11. Any and all maintenance records maintained by the Contractor during the term of the Contract will become the property of and be furnished to the City upon request.
12. Failure by Contractor to maintain City vehicles as defined by manufacturer technical manual and City written instructions may result in the City arranging for repair at the Contractor's expense.

II. ROUTINE SERVICING PROGRAM

1. Complete exterior wash of bus after the completion of daily service and prior to entering service the following day.
2. After each day in service,
 - a) Bus is to be fuelled;
 - b) All fluid levels to be checked and topped up as required and action recorded, with hub-odometer reading taken;
 - c) Tires checked for appropriate pressure;
 - d) General bus condition noted with irregularities reported. Note, this function does not replace or release from the obligation for a pre and post trip inspection to be performed by bus operators in accordance with other requirements of the Contractor, City or regulating authority;
 - e) Have floor swept and / or vacuumed;
 - f) Wiped dash, mopped and loose debris from the floor or other surfaces collected, including onboard garbage containers, after each day in service and prior to commencing service on a following day;
 - g) In addition, all loose debris on floor or other surfaces to be collected prior to leaving the Contractor's facility.

Cleaning and Appearance – General

3. Spot clean, remove any dirt or other matter, including gum on any interior surface as part of item 2 above as required.
4. Damaged or torn seat insert or upholstered surface to be repaired / replaced immediately.
5. Burned out lights to be replaced immediately.
6. Interior is to be kept clean from accumulation of snow, sand, or ice.

7. Fumigation of vehicle interior if and as required on account of insect infestation, compliant with appropriate health and safety requirements.
8. Removal of graffiti promptly.
9. Cleaning as appropriate if necessary after mechanical or other repairs have been performed on the vehicle.
10. Immediate attention to cleaning and sanitizing of vehicle incurring an unsanitary state (i.e. on board passenger personal accident). Bio-hazard and sharp object procedures are to be followed.

Cleaning and Appearance – Weekly Schedule

11. Perform all of the items in the cleaning general category.
12. Bus interior from top of window line and below to be washed and wiped weekly, including but not limited to rear seat shelf, dash, interior window glass, seat surface, modesty panels, etc.

Cleaning and Appearance – Monthly Schedule

14. Vehicle interior upper area above window line to be cleared and wiped monthly.

Cleaning and Appearance – Quarterly Schedule

15. Vehicle Special Clean: A bus that is special cleaned is defined as having the following item performed immediately prior to being operated in service, in special service or placed on display:
 - a) Exterior washed including inner portion of outside rear duals;
 - b) Floor swept and all loose debris collected from the floor and all locations, including transfer waste;
 - c) Gum, if any, removed from any surface;
 - d) Floor mopped;
 - e) Interior windows cleaned;
 - f) Dash and rear parcel shelf wet-wiped and cleaned;
 - g) Interior side walls, interior door panels, seat surfaces and ceiling wet-wiped and cleaned;
 - h) Interior inspected for graffiti, cleaned off if applicable;
 - i) Stanchions wiped where necessary;
 - j) Inspection of interior prior to dispatch by senior staff member.

Upholstery Cleaning

Includes any buses with padded fabric upholstered seats.

1. Vacuum seats as a minimum every 3 months.
2. Shampoo seats as a minimum annually.

III. PREVENTATIVE MAINTENANCE SCHEDULE

Minimum Requirements: Every 5,000 kilometres and performed in a manner consistent with original equipment manufacturer standards and instructions, as and where applicable.

1. Check air gauges for air system leaks; brakes on and off. From an engine start up time required minimum air pressure shall be achieved in less than five minutes.
2. Check driver's dash and side control panel for correct operation of all switches, gauges and tell-tail lights and buzzer warning systems.
3. Check interior and exterior lights including those in aisle, step well and header areas and where so equipped, transmission tower. Ensure correct alignment of headlights.
4. Operate heaters, defrosters, fans, air conditioning, windshield wipers and washers, signal chime, turn signal and high beam switches to check for correct operation.
5. Operate kneeling system including checking light and audible alarm (where so equipped).
6. Check operation of passenger chime (cord / push buttons / touchtape as applicable).
7. Operate wheelchair ramp (where equipped) including checking light and audible alarm. Check fluid level where applicable.
8. Check interior and exterior mirrors and ensure manual and where applicable, automatic adjustment can be made by bus operators.
9. Check for presence and condition of on-board special safety equipment including fire extinguisher, first-aid kit, flares / reflectors, other tools, mobility aid securement devices and accessories (where equipped) and all emergency over-ride switches. Test emergency stop feature and rear engine start switch and all system safety interlocks. Ensure correct operation of flip seats for at mobility aid position.
10. Check for operation of entrance and exit doors (including mechanical box component, wiring and connections, interlocks, touch bars or treadles (where so equipped), opening and emergency escape windows and roof ventilators / escape hatches. Lubricate as required.
11. Check linkages of steering, accelerator and transmissions.
12. Check tires; inflate to manufacturer's recommended levels and replace valve caps.
13. Check condition of wheels, wheel studs and torque valve, retorquing as required.

14. Clean air compressor, alternator and air cleaners.
15. Lubricate and test shutters.
16. Check cooling system for leaks and test anti-freeze. Anti-freeze strength should be at minus 40 degrees Fahrenheit.
17. Service batteries and clean battery tray.
18. Remove and clean heater screens and change any air filters of the heating, ventilating or air-conditioning system.
19. Check and top up all fluids including transmission, differential, power steering, etc. noting any leaks or irregularities in lines and fittings. Check transmission and differentials breathers.
20. Inspect block heater cord and plug and clean connections.
21. Test air connection fittings.
22. Check brake blocks and cam position, adjusting manual slack adjusters, ensuring correct operation of automatic slack adjusters and check travel.
23. Check for loose radius rod rubbers and engine motor mounts. Check driveshaft joints and stabilizer bar / rubbers for play and wear. Lubricate all chassis fittings and body hinges.
24. Drain air tanks and collectors.
25. Inspect underbody for loose or chaffed air or hydraulic lines, and structural integrity.
26. Inspect for loose or worn drive belts.
27. Check operation of fast-idle feature.
28. Inspect and test wheelchair lift ramp if equipped and service.
29. Inspect air-conditioning system.
30. Inspect condition of mobility aid securement devices including belts and ensure all items are in a clean and serviceable condition.
31. Test operation of destination signs.
32. Inspect exterior of vehicle for damage or deterioration from the elements, including loose or missing hardware.
33. Inspect interior of vehicle for damage including loose stanchions or seats, loose or missing securement hardware, tears in upholstery, condition and function of driver's seat.

34. Record all inspection results noted above and make necessary repairs, component replacement or adjustment to effect correct and safe operation.

PM-B Minor Inspection

Minimum Requirements: Every 10,000 kilometres and performed in a manner consistent with original equipment manufacturer standards and instructions, as and where applicable.

1. Perform all of the items defined and listed under minor inspection and also:
2. Replace engine oil and oil filter, and if required air cleaner element.
3. Service air cleaner and intake ducts and screens.
4. Lubricate all drive train items.
5. Perform load test on electrical system.
6. Inspect air conditioning system: refrigerant charge, hoses and tubing, and check for moisture.
7. Inspect for cleanliness condenser coil, evaporator coil, return a filter, and understructure of vehicle for loose, hanging, damaged or deteriorated lines.
8. Inspect air-conditioner compressor, compressor oil level, belt tension and clutch armature.
9. Inspect bicycle rack function and tighten any loose hardware (if / when applicable).
10. Record all inspection results noted above and make necessary repairs, component replacement or adjustment to effect correct and safe operation and performance in accordance with OEM standards and recommendations.

PM-C Major Inspection

Minimum Requirements: Every 20,000 kilometres, second PM-B, fourth PM-A, or six months, whichever occurs first.

1. Perform all of the items defined and listed under PM-B Alternate Minor Inspection.
2. Replace fuel filters and transmission oil filter and where equipped coolant filter and if required air cleaner element.
3. Secure engine oil for sampling and analysis.
4. Service air dryer element.
5. Clean, inspect and service wheelchair ramp components.

Legislated Standards

1. Inspections shall be conducted as mandated by Legislated Provincial and / or Federal Standards in effect at the time and all routines and standards of vehicle fitness shall be so compliant. Such inspections may be performed concurrent with a kilometer-based inspection outlined in this Schedule; however, all items in both functions shall be addressed and recorded separately.
2. Records noting the actions taken shall be maintained and available for review by the City's representatives and / or appropriate government representatives (i.e. Ministry of Transportation representatives).
3. Documentation including material affixed to or carried on-board each bus shall be current and fully complaint. This shall include any compliance requirements relative to the status of the maintenance facility.

Supplemental inspection / Service

1. The vehicle shall be cleaned no less than twice per calendar year. This function may be combined with any of the preventative maintenance inspections and coincident with this function any irregular observations found shall be recorded, reported and addressed.
2. The cooling and heating system shall be purged at least every two (2) years to ensure optimum performance. This shall include the servicing and cleaning of defroster and heater units, checking for leaks, etc. and the replenishment of the system with a fresh mixture of anti-freeze meeting the approved concentration. Cooling system additives are to be maintained as per OEM recommendations.
3. Annually between October 15th and November 30th, winterization of vehicle air system to preclude subsequent freeze ups in cold weather on account of moisture.
4. The Contractor shall further perform all other original equipment manufacturer specified inspection, preventative maintenance and servicing functions at the frequency so defined as outlined in the service manual.

Body Panels

1. The Operator shall inspect all body panels of all Temiskaming Shores Transit vehicles regularly. All exterior panels which are scratched, dented or which have developed holes whether due to accidents or corrosion, will be replaced by the Contractor. All structural panels which are damaged will be replaced by the Operator. All non-structural panels having superficial scratches may, with approval of the City, be filled and repainted rather than replacing the complete panel. All major dents or perforations in painted panels either from accidents or corrosion will be replaced by the Operator. All bodywork must use O.E.M. solid buck rivets, unless replacement approved by the City. All body panels must have a corrosion inhibitor applied inside all panels at time of body repair and panel replacement.

DRIVER REQUIREMENTS

Each new driver candidate must go through our rigorous pre-employment qualifications screening. We have high expectations for our employees and we will continue to employ the very best drivers to serve the boards. Driver candidates must undergo criminal background checks, vulnerable sector searches, medical assessments, as well as provide driving abstract records and references. Our candidates are thoroughly screened to ensure we have the most qualified candidates for hire. Driver files containing all of the information listed above will be available to the board, for review upon request, and the board will have 'final approval' prior to them commencing work.

In addition, each driver applicant must also earn a passing score on our Employee Safety Inventory (ESI), an assessment tool that measures the employee's attitude towards safety. Drivers who possess the proper attitudes toward safety and accident prevention will be less likely to engage in unsafe behaviors on the job.

All existing Stock drivers, and any new applicants throughout the contract term, will be required to meet the employment standards for school bus drivers as required by the Province of Ontario, at the very minimum:

Employment Standards for Bus Drivers (ONT)

Age Requirement	Person is no less than 21 years of age
Driver's Class	Class BZ
Driver Abstract	Every year
Medical Certificate	As per MTO
Criminal Record Check	Every Year
First Aid Training	A valid emergency first aid training & epinephrine auto inject training
Driver Training	A one-week driver training program

STOCK POLICIES & PROCEDURES – MANDATORY COMPLIANCE

Enclosed within our proposal is a copy of our *Employee Handbook* which outlines all of our employee policies and procedures including: hiring requirements, performance expectations, disciplinary actions, investigation procedures, due process etc. These handbooks are updated and distributed to our employees annually and drivers must sign and submit an acknowledgment stating they have read and understand Stock's policies. During the annual start up meeting each August, Drivers will receive information on the boards policies and performance requirements. Together, these policies form the performance standards/expectations required from both our Drivers and Staff. Failure to comply with these policies will result in disciplinary action up to and including termination.

ONGOING DRIVER EVALUATIONS

Stock drivers are evaluated upon new hire, post hire (30 day), annually and post-accident. In addition to these planned evaluations, drivers are evaluated upon receipt of complaints from the board, schools, teachers, parents, etc. Stock managers conduct planned and random ride-alongs or follow the bus to evaluate driving skills and safety procedures. Evaluations result in driver feedback, retraining (minimum 2 hours), discipline or termination depending on the score they receive. In addition, Drivers are evaluated based on GPS reports to ensure they are staying within speed limits, eliminating excessive idling and maintaining route compliance.

Driver Recruitment

Stock's recruitment goal is to exceed our minimum target of a driver in every seat for every route for every day by 15%. Therefore, we continuously recruit, train, and test drivers throughout the course of the year to achieve and maintain our driver staffing goal year round. Great bus drivers are caring and safety conscious people who are also excellent drivers. It takes a special combination of desire to the job, the attitude and personality suited to it, and the skills and abilities to safely drive our students to school and home again each and every day. Stock's driver recruiters are specialists in attracting, assessing, and training new drivers. We work diligently to maintain a pool of qualified candidates who are a suitable fit and are prepared for this vitally important role.

Stock uses a Taleo recruitment program to track driver applicants. A variety of sources are used to recruit drivers including newspaper ads, employee referrals, back of bus signs, online postings etc. Applicants can enjoy the ease of applying through our online portal.

Driver Screening & Hiring

Each new candidate must go through our pre-employment qualification screening. We have high expectations for our employees and will look for the very best drivers to serve HRSB. Driver candidates must undergo criminal background checks, vulnerable sector searches, controlled drugs and substance checks, medical assessments, Child Abuse Registry Check, as well as provide driving abstract records and references. Our candidates are thoroughly screened to ensure we have the most qualified candidates for hire.

4.2.1 DRIVER QUALIFICATIONS

The following are qualifications for employment as a Professional Bus Driver with Stock Transportation:

- ✓ As least 21 years old and a valid driver's license for at least 2 years
- ✓ Possess an acceptable motor vehicle record (driving record abstract)
- ✓ Be properly licensed to operate a Transit bus in the province of Ontario
- ✓ Complete an employment application, including acceptable employment references
- ✓ Submit to and pass a background check with no criminal convictions for sex, drug, violent offenses or felonies
- ✓ Complete a physical examination
- ✓ Participate and successfully complete a structured, behavioral-based interview
- ✓ Score acceptably on the employee safety inventory (ESI)

- ✓ Pass an additional provincial or locally-required driver qualification checks (fingerprinting, child check registries, drug & alcohol testing, child intervention check)
- ✓ Successfully complete our company's driver training program
- ✓ Satisfactorily pass a behind-the-wheel evaluation by designated evaluators

4.2.2 HIRING DISQUALIFICATIONS

An applicant may be disqualified based on the following criteria:

- × Unsatisfactory driving record or accident history
- × Convictions for sexual offenses of any nature (felony or misdemeanor)
- × Convictions for drug possession, use, trafficking or manufacturing
- × Convictions for assault or battery
- × A pattern of misdemeanor convictions
- × DUI within the past 10 years
- × Any felony conviction (criminal)
- × Receives a "not recommended" result on the ESI assessment
- × Non favourable references

An applicant is similarly rejected if he or she has a poor work history with previous employers or if he or she misrepresents information on the application. Failure to pass a physical or pre-employment drug and alcohol screen is also grounds for rejection.

EMPLOYEE SAFETY INVENTORY (ESI) ASSESSMENT

In addition, each driver applicant must earn a passing score on our Employee Safety Inventory (ESI), an assessment tool that measures the employee's attitude towards safety. Drivers who possess the proper attitudes toward safety and accident prevention will be less likely to engage in unsafe behaviors on the job. On-the-job accidents can result in lost work time, increased insurance rates, workers' compensation claims, disability payments, civil suits and lowered employee morale.

Driver Retention & Motivation

Stock knows that our most important asset to the success of our business is our *People*, and more specifically, our *Drivers*. We use a variety of methods to retain and motivate our drivers to drive safely and on-time.

As part of our Driver retention strategy, Stock:

- ✓ Compensates Drivers fairly according to the local market and employment statistics
- ✓ Allows Drivers to choose routes based on seniority, decreasing driver turnover
- ✓ Allows Drivers to be able to park buses at secure locations convenient to or at their homes reducing travel time and operating costs
- ✓ Actively seeks drivers that reflect the diversity of their neighbourhoods
- ✓ Supports our Drivers with excellent training, fair and responsive open door management, and tools to keep safe on the bus and in the yard
- ✓ Fosters a sense of community and family through Stock social events
- ✓ Offers our *Enjoy the Ride Program* which includes Safety/Attendance awards and bonus programs
- ✓ Engages staff and drivers as a team to benefit their local schools through volunteer activities. This keeps drivers connected to their co-workers and fosters a sense of community.
- ✓ Provides tuition reimbursement for courses to enhance bus driver skills
- ✓ Offers customers service skills training for all employees

Stock Rewards Drivers for Loyalty, Excellent Customer Service & Safety

- ✓ Perfect Attendance Pins & Certificates
- ✓ "Years of Service" Pins & Certificates
- ✓ Jackets for safe & accident free driving (every 3 years)
- ✓ Recognition in front of peers and leadership (safety meetings, awards presentations, annual start up meeting)
- ✓ Celebrating success by a management philosophy of praising good work
- ✓ Community Partnership Awards
- ✓ Recognition in Staff/Company Newsletter
- ✓ Safe Driving Awards
- ✓ Enjoy the Ride Employee Engagement program
- ✓ Driver referral bonuses
- ✓ Paid bereavement for Part-Time employees
- ✓ Driver Committee meets with management monthly
- ✓ Social Club Events
- ✓ Promote from within e.g. trainers, staff and managers
- ✓ Cross Training to improve in-house job growth for drivers
- ✓ Year-end BBQ's
- ✓ Stock Logo Attire
- ✓ Supplier discount programs
- ✓ Employee wellness programs
- ✓ Driver lounges

Enjoy the Ride – Employee Engagement Program



We maintain a positive work environment for our employees by rewarding those who go above and beyond standard work criteria and demonstrate exemplary performance. Our *Enjoy the Ride* program salutes these individuals. Enjoy the Ride was launched to acknowledge the effort and contribution employees make every day.

The program has four components that focus on our core values:

- Safety** Drivers recognized for safe performance with pins, jackets, and certificates
- People** Drivers recognized for years of service and attendance with pins/certificates
- Customer** Drivers recognized for outstanding customer service through our GEM awards (Going the Extra Mile)
- Community** Drivers recognized for their volunteer efforts within their community with staff announcements and in the Stock Talk newsletter

Enjoy the Ride is the name of the program; but it also represents how we want employees to feel about their jobs.

Employee Discount Programs

PerkSpot is an online program that allows employees to find discounts and rebates on goods and services from many of the best known brand names in Canada. The PerkSpot site is updated daily with new deals and discounts on clothing, home furnishings, jewelry, cell phones, travel and vacation packages, and more. Discounts may range from 5% to 50% off retail.

TRAINING FACILITIES

Stock’s training rooms have full audio, internet and visual capabilities, comfortable seating and a quiet learning environment. We also train in the vehicle in the yard at our maintenance facility, and driving on the road in supervised real life one-on-one training session.

DRIVER TRAINING CURRICULUM

The following chart outlines the curriculum included in our driver training program. *A complete driver training manual is available upon request.*

Classroom Curriculum	Behind-The-Wheel Precision Driving Courses
Stock’s Vision and Values	Driving – LLLC and Basics of Safety
Meet The Bus	Driving – Intersections & Turns
Pre and Post-Trip Inspections	Driving – Backing, Bus Stops and Danger Zones
Mirror Adjustment and Reference Points	Driving – Putting It All Together
Check Your Brakes	Final Driving Test
Safety Basics	People Management
Exertion Training	Strategies for People Management
Slip, Trips, and Falls	Skill Rehearsal
LLLC Defensive Driving	Pre-and Post-Trip Inspections
Intersections	Emergency Evacuations
Examples	Transportation Security Training
Safe Backing	Brakes
Railroad Crossings	Backing
Operation Lifesaver	Marshaling Guidelines
Emergency Evacuations	Maneuvering and Reference Points
First-Aid & CPR	
Post-Accident Procedures	Driver Retraining
NELLC Post Accident Procedure	
Safe Bus Stops	Observation
Danger Zones	Risk Assessment Training
Practice Skill	Stock & AESD Policies & Procedures

The LLLC defensive driving principles are training techniques Stock drivers learn to avoid accidents and always be prepared for any traffic situation. These principles help to maintain a safe amount of room around the vehicle, improve visibility, and provide extra time to make decisions while driving LLLC principles are taught during regular safety meetings and consist of:

Look Ahead ∞ Look Around ∞ Leave Room ∞ Communicate

POSITION DESCRIPTION

POSITION TITLE: General Manager

PURPOSE OF POSITION:

Responsible for the overall performance of one, or more, customer service centers (CSC). The General Manager is responsible for establishing and achieving CSC performance goals and objectives that are in alignment with Company objectives. Responsible for continuous improvement in the areas of operations, finance, safety and operating systems. The General Manager is responsible for the delivery of service and maintaining and enhancing customer relationships. Ensures compliance with all applicable Company policies and procedures and local, state and federal regulations. Responsible for the pursuit of local business growth.

MAJOR RESPONSIBILITIES:

LEADERSHIP

- Coach customer service managers, site supervisors and/or lead drivers and/or CSC staff to obtain the required skills and abilities to act independently in their job assignments.
- Provide training and coaching in time management and asset and resource utilization techniques to achieve maximum employee utilization.
- Coordinate start-up of assigned new contracts.
- Provide expertise in utilization of automated systems such as RTA, routing and other Company software.

SAFETY

- Monitor and evaluate CSCs to ensure a safe environment and high quality of service and acceptable bottom line is achieved.
- Troubleshoot problems affecting the safety of passengers and employees, identifying key issues that impair the CSCs ability to perform at expected levels, and takes corrective action to resolve these issues.
- Promote commitment to the Company's risk management and quality programs, promoting quality service, safety and housekeeping awareness at all employee levels.
- Guide CSC management teams in crisis situations to maintain the Company's service standard.

CUSTOMER RELATIONS

- Assist customer service managers, site supervisors and/or lead drivers with prompt corrective measures when an administrator perceives or experiences a service problem.
- Meet regularly with school district administrators to review service quality and performance, address other business issues and enhance the relationship.

- Work with Regional Vice President and Marketing & Sales department in gathering data and assisting in the sales process in pursuit of new business.
- Aggressively pursues new business opportunities (tuck-ins, commercial charter, shuttles, etc.) in the local market.

FINANCIAL

- Responsible for knowledge of CSC contracts, finances and operational requirements.
- Review budgets and develop the annual operating plan business review.
- Develop short and long-range business plans to increase incremental business, revenues and margins.
- Approve all expenditures in accord with company guidelines.

KNOWLEDGE AND QUALIFICATIONS:

- Knowledge of risk assessment and management to resolve customer issues and make recommendations, which do not expose the Company to unnecessary risk.
- Knowledge of the companies, service promise, services, capabilities, policies, procedures and practices to effectively manage a drivers/monitors in various locations, resolve issues in accordance with company goals and objectives and promote the company as a leading bus transportation service provider.
- Knowledge of the local environment (e.g. customers, geography, trends, developments) to relate with credibility to stakeholders in handling events and meeting customer needs.
- Knowledge of and experience applying the principles, best practices and current trends of excellence in customer service to build strong customer relationships and provide timely, efficient and effective customer service in a large customer service oriented organization.
- Knowledge of contract administration principles and practices to provide input into contractual agreements and/or Requests for Proposal documents.
- Proven supervisory expertise and knowledge of related methods, practices and techniques.

SKILLS AND ABILITIES:

- Customer service skills to be responsive to unanticipated events and facilitate and ensure the provision of excellence in customer service.
- Analytical and problem solving skills to expeditiously identify, analyze and resolve a myriad of issues, including real time events, labor management/disciplinary/performance issues; make fact based decisions; identify and analyze local trends and developments and identify opportunities for longer term improvements.
- Issues assessment/management and investigation skills to determine impacts on the company's service promise, develop innovative solutions and investigate incidents of questionable conduct, accidents etc.
- Relationship building and maintenance and collaborative skills to provide high-level support and advice to local decision-making customers, foster and maintain effective working relationships with internal and external stakeholders and work collaboratively to develop strategies/solutions to satisfactorily resolve issues.

- Oral and written communication skills to communicate clearly regarding events and their resolution, provide direction, coaching and mentoring, create an environment that encourages and values input and feedback from the driving workforce, promote the company as a leading edge service provider in bus transportation, promote new/enhanced business services to existing customers, prepare reports and make presentations.
- Research and strategic thinking skills to evaluate the external environment and identify issues/trends that may impact on service delivery and/or contract negotiations and identify opportunities for future improvements.
- Negotiation skills to participate in the development of negotiation strategies and proposals to support renewal and retention of customer contracts.
- Well-developed multi-tasking and time and priority management skills to balance conflicting demands related to customer care and routing.

POSITION DESCRIPTION

POSITION TITLE: Operations Supervisor

Position Number:

PURPOSE OF POSITION:

Responsible for supervising the operations workforce and coordinating the daily operations (driver, routing and vehicle activities) necessary to assure continuing service and customer satisfaction. Maintain the highest level of ethical behavior with our customers, fellow employees and communities we serve.

MAJOR RESPONSIBILITIES:

- Coach CSC staff to obtain the required skills and abilities to act independently in their job assignments.
- Examine and review the daily exception report.
- Manage direct and indirect hours, minimizing overtime for the employees.
- Collect and audit employees' time sheets.
- Ensure the effective utilization of vehicles.
- Optimize vehicle routing and record supporting data/documentation.
- Ensure that key pupil transportation data are collected.
- Monitor on-time performance.
- Document and manage customer or employee complaints.
- Prepare and submit required reports in a timely manner.
- Follow up with parents on parent survey results.
- Assist General Manager in preparation of the Annual Operating Plan and subsequent analysis of variance.
- Supervise compliance with Company policies and/or processes by action and speech. Discuss any breach of policy and procedure noted with General Manager.
- Evaluate the performance of all direct-report personnel on a regular basis according to company policy. Review findings with General Manager and employee individually.
- Administer appropriate employee discipline as necessary.
- Prepare state route descriptions.
- Schedule and dispatch drivers for maximum efficiency.

SKILLS AND ABILITIES:

- Computer literacy, preferably in word processing and spreadsheets, excellent interpersonal skills, well developed written and verbal communication skills. Basic math skills,
- Relationship building and maintenance and collaborative skills to provide high-level support and advice to local decision-making customers, foster and maintain effective working relationships with internal and external stakeholders and work collaboratively to develop strategies/solutions to satisfactorily resolve issues.
- Oral and written communication skills to communicate clearly regarding events and their resolution, provide direction, coaching and mentoring, create an environment that encourages and values input and feedback from the driving workforce, promote the company as a leading edge service provider in bus transportation, promote new/enhanced business services to existing customers, prepare reports and make presentations.
- Well-developed multi-tasking and time and priority management skills to balance conflicting demands related to customer care and routing.

POSITION DESCRIPTION

POSITION TITLE: Dispatcher

PURPOSE OF POSITION:

Coordinates the daily operations (driver, routing, and vehicle activities) necessary to assure safe, on-time service and customer satisfaction. Maintains the highest level of ethical behavior with our customers, fellow employees and the communities we serve.

MAJOR RESPONSIBILITIES:

- Assembles and maintains a master list of all routes and trips.
- Assigns cover drivers to routes when a driver is absent.
- Maintains a current file or set of files on each route; files include all information needed to describe the route and its component parts (contract, program, school, map, assigned vehicle, list of passengers with addresses and telephone numbers, assigned buses, assigned drivers).
- Provides assistance to drivers and exercises discretionary judgment as necessary, to ensure that routes and trips are performed safely and on-time.
- Coordinates emergency response network when there is a problem on a route.
- Assist drivers with routing directions and communicates special service requirements.
- Maintains filing systems and paperwork in a neat and orderly fashion.
- Submits required reports and paperwork in a timely fashion.
- Encourages compliance with company policies and processes. Discusses any breach of policy and procedure noted with Operations Specialist.
- Assigns activities and special trips to drivers pursuant to established policies and procedures.
- Notifies the District of all changes in route assignments, emergency situations, accidents, breakdowns or any other event that will disrupt service.
- Maintains route compliance to tenets of contract.
- Coordinates vehicle service schedules with Maintenance Supervisor to assure uninterrupted service on assigned contracts.
- Maintains current list of all available cover drivers and spare vehicles

KNOWLEDGE AND QUALIFICATIONS:

- High School diploma or GED.
- Minimum 6 months experience in a driver position.

- Previous dispatcher experience a plus.
- Knowledge of the companies, service promise, services, capabilities, policies, procedures and practices to effectively manage drivers/monitors in various locations, resolve issues in accordance with company goals and objectives and promote the company as a leading bus transportation service provider.

SKILLS AND ABILITIES:

- Excellent communication skills, interpersonal skills required. Knowledge of surrounding area, routing.
- Well-developed multi-tasking and time and priority management skills to balance conflicting demands related to customer care and routing.

POSITION DESCRIPTION

**POSITION TITLE: Safety & Training
Manager/Supervisor**

Position Number:

PURPOSE OF POSITION:

Select and train qualified School Bus Drivers according to Company established guidelines and legal requirements. Recruit, and instruct Trainees through the successful completion of training and testing to the level of State Certified School Bus Driver. Recommend to the General Manager whether to hire certified school bus drivers. To provide on-going training and performance evaluations for all Driver employees. To assist management in administration of the Customer Service Center's entire safety program including industrial safety. Maintain the highest level of ethical behavior with customers, fellow employees and communities we serve.

MAJOR RESPONSIBILITIES:

- Coach safety trainers, evaluators and signing authorities to obtain the required skills and abilities to act independently in their job assignments.
- Develop and implement a plan for twelve months of schedules that include training sufficient number of drivers to sustain full employment at the CSC, and recruitment, training, orientation and safety programs.
- Organize and supervise the implementation of an approved Provincial and Company "School Bus Driver Training Course", monitoring it and recommending upgrades to the course as necessary.
- Refresh and broaden the driving skills of existing employees who operate Company leased/owned vehicles.
- Develop, schedule and present Driver In-Service training to meet the need of the Company and Customer Service Center.
- Develop and conduct regularly scheduled Driver Safety Meetings.
- Schedule and perform new employee orientation.
- Assist General Manager in preparation of the Annual Operating Plan and subsequent analysis of variance.
- Supervise the Accident Review Committee, maintain minutes of each meeting, review and discuss Committee recommendations with the General Manager. Initiate driver retraining according to Company guidelines.
- Document and maintain all training records as required by Provincial and Federal regulations and Company policies. Files shall be maintained to document the progress of each Trainee and all In-Service training for each Driver in accordance with Company policy and procedures.

- Assume primary responsibility in responding to personal injury and vehicle accidents by on-scene investigation and preparing and submitting reports to the Corporate office in accordance with Company policy.
- Investigate customer service complaints relative to safety issues and take corrective action to remedy concern.
- Supervise compliance with Company policies and/or processes by action and speech. Discuss any breach of policy and procedure noted with General Manager.
- Develop and implement student/customer safety awareness programs.
- Provide First Aid Classes, Defensive Driving, Industrial Injury Prevention and other company sponsored programs as necessary.
- Perform a Driver Proficiency Evaluation on each driver (including road evaluation) at least once during the school year. Initiate necessary retraining.
- Administer and maintain Company Safe Driver Award Program.
- Provide notice to drivers of upcoming expiration dates of various documents and ensure their renewal (physicals, driver licenses, school bus certificates, and First Aid Certificates).

KNOWLEDGE AND QUALIFICATIONS:

- High School diploma or equivalent. Some college preferred.
- 5+ years work experience required. 3 years in school bus transportation industry preferred. Must complete Provincial certification program or for school bus driver instructor. Equivalent work experience as a Training Manager can be substituted as appropriate.
- Knowledge of the companies, service promise, services, capabilities, policies, procedures and practices to effectively manage drivers/monitors in various locations, resolve issues in accordance with company goals and objectives and promote the company as a leading bus transportation service provider.
- Proven supervisory expertise and knowledge of related methods, practices and techniques.
- Acceptable driving record for previous 12 months.
- No preventable accidents in previous 12 months.

SKILLS AND ABILITIES:

- Must be knowledgeable of adult training techniques and possess a mechanical aptitude, and strong leadership skills.
- Computer literacy, preferably in word processing and spreadsheets, excellent interpersonal skills, well developed written and verbal communication skills. Basic math skills,
- Relationship building and maintenance and collaborative skills to provide high-level support and advice to local decision-making customers, foster and maintain effective working relationships with internal and external stakeholders and work collaboratively to develop strategies/solutions to satisfactorily resolve issues.
- Oral and written communication skills to communicate clearly regarding events and their resolution, provide direction, coaching and mentoring, create an environment that encourages and values input and feedback from the driving workforce, promote the company as a leading edge service provider in bus transportation, promote new/enhanced business services to existing customers, prepare reports and make presentations.

- Well-developed multi-tasking and time and priority management skills to balance conflicting demands related to customer care and routing.

POSITION DESCRIPTION

POSITION TITLE: Safety Trainer	Position Number:
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PURPOSE OF POSITION:
Conduct effective behind-the-wheel instruction. Assist with driver recruitment process. Handle driver evaluations and in-service training. Investigate and record accidents. Maintain driver records.

MAJOR RESPONSIBILITIES:

- Conduct and document required behind-the-wheel training for drivers.
- Assist in driver recruitment process.
- Conduct and/or participate in monthly safety meetings.
- Conduct and document semi-annual behind-the-wheel driver evaluations.
- Participate in the development and administration of customer safety awareness programs, and company-sponsored safety programs.
- Review driver records from the state for violations and take appropriate corrective action.
- Coordinate with safety and training supervisor to notify drivers of upcoming licenses and/or certificate expiration dates.
- Review VCRs and perform administrative safety duties as needed.
- Investigate, report and record vehicle accidents, work-related injuries and incidents.

COMPENSABLE FACTORS

KNOWLEDGE AND QUALIFICATIONS:

- Certified as a Safety Trainer.
- Commercial driving experience required.
- Familiar with operation of all Company equipment.
- Thorough knowledge of Company regulations and state and laws relating to student transportation.
- Appropriate vehicle class license, current medical and school bus driver's certificate.
- Ability to interface and communicate with all types of individuals.
- Preventable motor vehicle accident record would be considered
- Acceptable driving performance for the past 12 months.

SKILLS AND ABILITIES:

- Must be knowledgeable of adult training techniques.
- Computer literacy, preferably in word processing and spreadsheets, excellent interpersonal skills, well developed written and verbal communication skills. Basic math skills,
- Multi-tasking and time and priority management skills to balance conflicting demands related to customer care and routing.

Position Title: Maintenance Supervisor

Reporting Manager: General Manager

The Maintenance Supervisor is responsible for hands-on day to day supervision of a local maintenance facility. Maintenance Supervisors oversee and participate in the preventive maintenance and the repair of the buses used to provide service to NEC customers in the service area associated with the maintenance facility. They have operating responsibility for operations of the local maintenance facility and the staff which works in it. They implement maintenance standard operating procedures on the local level, and ensure that maintenance staff follows them in carrying out their duties. They oversee the daily upkeep of the maintenance facility, any offices associated with it, and the parking lots (local and satellite) served by this maintenance facility.

RESPONSIBILITIES INCLUDE:

1. Maintain the maintenance shop and its associated facilities in a state of operational readiness during its scheduled working hours.
 - 1.1 Oversee (and participate in when appropriate) the day to day upkeep and repair of the shop and its equipment.
 - 1.2 Participate in the annual planning, budgeting and resourcing activities for this maintenance facility under the guidance and direction of the appropriate Regional Maintenance Coordinator.
 - 1.3 Oversee the upkeep and operating maintenance of local offices located in or close to this maintenance facility, and offices in satellite locations served by this maintenance facility.
2. Oversee (and personally comply with) the local implementation of NEC maintenance and safety standard operating procedures in this maintenance facility, ensuring that local maintenance staff follow them, and comply with all locally applicable public authority legislation, regulation and standards.
3. Oversee the local use of NEC's EAM (Enterprise Asset Management) ERP application, and maintenance facility staff to record and to track local maintenance work orders and local parts inventory. (This includes using this application personally.)
4. Oversee the parts inventory maintained and used in this maintenance facility.
 - 4.1 Ensure that staff comply with EAM withdrawal, usage tracking and restocking procedures for the local parts inventory. (This includes doing so personally when appropriate.)
 - 4.2 Participate in the local inventory requirements and replenishing planning process under the direction and guidance of the Regional Maintenance Coordinator.

5. Oversee (and participate in when appropriate) the work needed to implement preventive maintenance for the vehicles serviced by this maintenance facility.
6. Oversee (and participate in when appropriate) the work needed to complete “unscheduled repairs” to the vehicles services by this maintenance facility.
7. Represent the maintenance activity at the local level in its interaction, communication and coordination of activities with other local operations functions: driver care, route operations, and customer care.
8. Supervise the maintenance staff at this maintenance facility.
 - 8.1 Coach each maintenance staff member on those aspects of their performance where improvement will increase the quality and the volume of their contribution to NEC.
 - 8.2 Participate in the recruiting activities undertaken by the shared services recruiting center when it is necessary to recruit maintenance staff for this maintenance facility.
 - 8.3 Carry out the informal and formal performance feedback and evaluation activities for the maintenance staff at this facility.
 - 8.4 Intervene directly and personally when immediate disruptive behavior on the part of maintenance staff at this facility is likely to have an immediate negative impact on other staff, on passengers or customer personnel or on the safety of passengers.
 - 8.5 Dialog with the Regional Maintenance Coordinator about disruptive or non-productive patterns of behavior on the part of maintenance staff, which although they do have an immediate negative impact, have adverse impacts on NEC service commitments or operations. Take appropriate action to address these patterns after such dialog, under the guidance and the direction of the Regional Maintenance Coordinator.

KNOWLEDGE AND QUALIFICATIONS:

- Demonstrated at least 3 years as an empowering leader in a dynamic, fast-paced, hands-on environment.
- Ability to evaluate alternatives in order to make best overall value decisions based on considering cost, customer expectations, driver needs and other factors.
- Possession of the required certification for the assigned location by a recognized certifying agency (e.g. Certification by the Automotive Service Excellence (ASE) testing program to attain Master School Bus Technician standards within two years after employment, possession of a Red Seal endorsed interprovincial certificate as certified journeyman, Ontario Truck and Coach certification (310T) etc).
- Thorough knowledge of and the ability to interpret and apply legislation, regulations and standards applicable to the assigned location (e.g. Federal, State, Provincial, local).

- Thorough knowledge of the practices, techniques, procedures, materials and appropriate use and maintenance of special tools and electronic test equipment commonly used in the diagnosis, repair, preventative maintenance and modification of vehicle maintenance to prescribe procedures, methods and materials to assigned staff on complex repairs/projects.
- Knowledge of current technology used in the repair and diagnosis of vehicles, equipment and their component systems.
- Knowledge of safe work practices, including handling of hazardous materials.
- Knowledge of supervisory and training techniques and methods with demonstrated experience successfully supervising and training Technicians.
- Knowledge of NEC vision, values, structure, programs and service promise and relevant policies, procedures and practices to support NEC goals and objectives and coordinate appropriately with other business units.
- Significant automotive or truck technical repair and preventive maintenance experience.
- High School Diploma or equivalent combination of education, training and experience.
- Must be 21 years of age or older.

SKILLS AND ABILITIES:

- Commitment to and successful experience with coaching and developing others.
- Experience with or aptitude for maintenance scheduling, parts management, basic computer operation and the fundamentals of vehicle maintenance

ACCOUNTABILITY:

Program: Manages, leads and participates in policy and program delivery, continuous improvement and is responsible for developing funding proposals.

Financial and Material: Responsible for budget development, control and reporting, commitment of significant funds, accounts payable/receivable management, acquisition/maintenance of computers, systems and maintenance of equipment.

Personnel: Provides ongoing supervision or direction to other employees or work teams.

PHYSICAL DEMANDS:

- Position requires continuous standing, walking, stooping, squatting, crouching, and kneeling with balance and gross motor coordination to walk, lean and climb on buses and ladders. Position requires continual bending, gripping, reaching and fine motor coordination to use and manipulate tools and other objects. Position requires frequent pushing and pulling of equipment and tools as well as frequent confined access.

- Position requires lifting and carrying.

FREQUENCY:

Occasional X Frequent Continuous

INTENSITY:

Light X Moderate Heavy

WORKING CONDITIONS:

- Position is exposed to noise, exhaust, humidity, extreme temperatures, vibration, chemicals and sharp objects.
- Position works both inside and outside a facility when repairing/supervising the repair of buses and therefore may be exposed to extremes in weather conditions as per the assigned location.
- Position is exposed to chemicals (e.g. gasoline, coolant, battery acid etc.).
- Position may require work at heights above the ground, exposure to electrical shock and hazardous materials.

Position Title: Maintenance Technician III

Reporting Manager: Maintenance Supervisor

To provide timely and efficient vehicle and facility maintenance and repair support to the Technicians at assigned facility.

RESPONSIBILITIES INCLUDE:

1. Provides support to the Maintenance Department and Technicians (e.g. vehicle washing, vehicle or facility cleaning, vehicle fueling, facility maintenance and repair etc.) in accordance with established schedules.
2. Maintains a clean and safe work environment and brings any unsafe practices or conditions to the attention of supervisor.
3. Records time and materials used for each assignment.
4. Provides automotive repair and maintenance assistance to technical staff as assigned.

KNOWLEDGE AND QUALIFICATIONS:

- Interest in the automotive industry.
- Knowledge of requirements related to safe working practices and conditions and maintenance of a safe work environment.
- Basic knowledge of information technology and software programs to enter data and retrieve work orders.
- Valid appropriate licenses and/or certification required to operate company vehicles in assigned location.
- High School Diploma or equivalent combination of education, training and experience.
- Must be 21 years of age or older

SKILLS AND ABILITIES:

- Physical and manual dexterity to wash and clean buses and facility.
- Verbal communication skills to understand instructions.

JUDGMENT AND CREATIVE THINKING:

- Position works under the supervision of the Lead Technician and reports administratively to the Manager Maintenance. Position works within established schedules, practices and procedures.
- Judgment is exercised in following instructions for assigned duties and work related to support of maintenance facility functions.

- Judgment is exercised in maintaining work area in a safe manner and advising of unsafe practices and/or conditions.

ACCOUNTABILITY:

Program:

- Position is responsible and accountable for following instructions and performing assigned duties accurately, efficiently and effectively in accordance with pre-established schedules.
- Position is responsible and accountable for advising supervisor when duties are completed to receive another assignment.
- Position is responsible and accountable for maintaining a safe, clean, productive and efficient work area and immediately advising supervisor of unsafe practices or conditions.

Financial and Material

- Position is responsible for recording time spent and materials used on completion of each assignment.

Personnel:

- Position has no supervisory responsibility.

Impacts of Error:

- Failure to carry out assigned duties appropriately and in a timely manner and/or failure to advise when assignment is completed could cause delays in maintenance work completion.
- Failure to advise of unsafe practices and/or conditions could lead to potential safety issues.

CONTACTS:

Internal:

- Regular contact with Technicians to provide assistance and support as assigned.
- Occasional contact with Drivers to exchange information

External:

- Occasional contact with Vendor/Supply delivery personnel (e.g. fuel).

SENSORY DEMANDS:

- Position must be continually vigilant and aware of his/her surroundings and all that is occurring in the immediate proximity to identify and react immediately and appropriately to any unsafe condition or situation.

FREQUENCY:

Occasional Frequent Continuous

INTENSITY:

Short Intermediate Long

PHYSICAL DEMANDS:

- Position requires continuous standing, squatting, crouching, kneeling and bending to climb on ladders and buses.
- Position requires continuous fine motor skills and coordination and gripping to handle tools and equipment, reaching, pushing and pulling.
- Position occasionally exerts overhead force to operate hoods and occasionally lifts objects overhead.
- Position requires lifting and carrying.
- Position requires exerting physical strength for intermediate periods of time.

FREQUENCY:

Occasional Frequent Continuous

INTENSITY:

Light Moderate Heavy

WORKING CONDITIONS:

- Position is exposed to noise, exhaust, extreme temperatures, vibration, chemicals and sharp objects.
- Position works both inside and outside a facility when washing and cleaning buses and performing light repairs and therefore may be exposed to extremes in weather conditions as per the assigned location.
- Position may be exposed to hazardous materials (e.g. gasoline, oil, battery acid).

MINOR DISAGREEABLE ENVIRONMENT

Infrequent Occasional Frequent Constant

MAJOR DISAGREEABLE ENVIRONMENT

Infrequent Occasional Frequent Constant

Attachment A

Position Title: Maintenance Lead Tech

Reporting Manager:

Location:

To organize, lead and supervise the performance of a variety of skilled, semi-skilled and unskilled technicians in the diagnosis, repair and maintenance of NEC vehicles and to conduct more complex diagnostic and repair work with little supervision. To ensure adherence to relevant legislation, regulations, requirements, policies and safe working practices and procedures to facilitate the smooth operation and function of an effective repair and preventive maintenance program at an assigned location. To provide training, advice, guidance and leadership to lesser-qualified Technicians.

RESPONSIBILITIES INCLUDE:

1. Plans, assigns and leads the day-to-day work for an assigned location. Performs a variety of repairs to include technical, diagnostic, and maintenance work ensuring appropriate assignment of duties based upon skill and certification levels of technicians.
2. Provides ongoing training to assigned employees in proper maintenance and repair methods, practices, procedures and techniques and appropriate use of tools and equipment.
3. Reviews completed work orders of assigned staff and as appropriate, inspects work and/or test-drives vehicles to ensure repairs and maintenance are of the highest quality and resolved the problem, ensure use of proper work methods and techniques and ensure compliance with all applicable Federal, State/Provincial and local regulations, requirements, standards and specifications and company policies.
4. Performs and/or leads the more advanced journeyman Technician work including inspection, diagnosis and repair in accordance with all relevant Federal, State/Provincial and local guidelines and requirements.
5. Provides advice, guidance and/or hands on assistance to Technicians and Top Journeymen Technicians with repairs they are not familiar with, ensuring high quality and prevention of "come back" repairs.
6. Maintains work, time and material and equipment maintenance logs and records for self and assigned staff.

7. Ensures the maintenance of a clean, safe, effective and efficient work environment including identifying and making recommendations to resolve unsafe maintenance conditions or practices.

8. Provides input to Maintenance Supervisor on individual Apprentice Technicians, Technicians and Top Journeyman Technicians technical skills and/or training needs as well as collective training needs.

9. Reviews, assesses and analyzes work processes and practices and identifies and recommends opportunities for improvements.

10. Coordinates maintenance activities with other Operations units (e.g. Route Logistics, Driver Care etc.)

11. Identifies and reports vehicle abuse and/or major technical problems.

12. Acts for Maintenance Supervisor during absences.

13. Orders replacement parts and supplies & provides administrative support to the Unit.

KNOWLEDGE AND QUALIFICATIONS:

- High school graduation or the equivalent combination of education, training and experience.
- Possession of the required certification for the assigned location by a recognized certifying agency (e.g. Certification by the Automotive Service Excellence (ASE) testing program, possession of a Red Seal endorsed interprovincial certificate as certified journeyman, Truck and Coach Certification (310T) in Ontario etc.).
- Achievement of Master School Bus status within two years of employment as Lead Technician and continued maintenance of that status throughout employment in the position.
- Thorough knowledge of and the ability to interpret and apply legislation, regulations and standards applicable to the assigned location (e.g. Federal, State, Provincial, local).

- Thorough knowledge of the practices, techniques, procedures, materials and appropriate use and maintenance of special tools and electronic test equipment commonly used in the diagnosis, repair, preventative maintenance and modification of vehicle maintenance to prescribe procedures, methods and materials to assigned staff on complex repairs/projects.
- Knowledge of current technology used in the repair and diagnosis of vehicles, equipment and their component systems.
- Knowledge of safe work practices, including handling of hazardous materials.
- Knowledge of supervisory and training techniques and methods with demonstrated experience successfully supervising and training Technicians.
- Knowledge of NEC vision, values, structure, programs and service promise and relevant policies, procedures and practices to support NEC goals and objectives and coordinate appropriately with other business units.
- Significant automotive or truck technical repair and preventive maintenance experience.
- Valid appropriate licenses and/or certification required to operate company vehicles in assigned location.
- Knowledge of and experience using information technology and related software to access technical information, enter repair and maintenance data and generate work orders.
- Possession of tools required for the position as outlined in the Tool Requirements Policy to perform any task without supervision.

SENSORY DEMANDS:

- Position must be continually vigilant and aware of his/her surroundings and all that is occurring in the immediate proximity to identify and react immediately and appropriately to any unsafe practice, condition or situation.
- Position uses sight, sound, feel and smell to locate malfunctions.

Frequency:

Occasional Frequent Continuous

Duration:

- Short Intermediate Long

PHYSICAL DEMANDS:

- Position requires continuous standing, walking, stooping, squatting, crouching, and kneeling with balance and gross motor coordination to walk, lean and climb on buses and ladders. Position requires continual bending, gripping, reaching and fine motor coordination to use and manipulate tools and other objects. Position requires frequent pushing and pulling of equipment and tools as well as frequent confined access.
- Position requires lifting, carrying and exerting physical strength.

FREQUENCY:

- Occasional Frequent Continuous

INTENSITY:

- Light Moderate Heavy

WORKING CONDITIONS:

- Position is exposed to noise, exhaust, humidity, extreme temperatures, vibration, chemicals and sharp objects.
- Position works both inside and outside a facility when repairing/supervising the repair of buses and therefore may be exposed to extremes in weather conditions as per the assigned location.
- Position is exposed to chemicals (e.g. gasoline, coolant, battery acid etc.).
- Position may require work at heights above the ground, exposure to electrical shock and hazardous materials.

MINOR DISAGREEABLE ENVIRONMENT

- Infrequent Occasional Frequent Constant

MAJOR DISAGREEABLE ENVIRONMENT

- Infrequent Occasional Frequent Constant

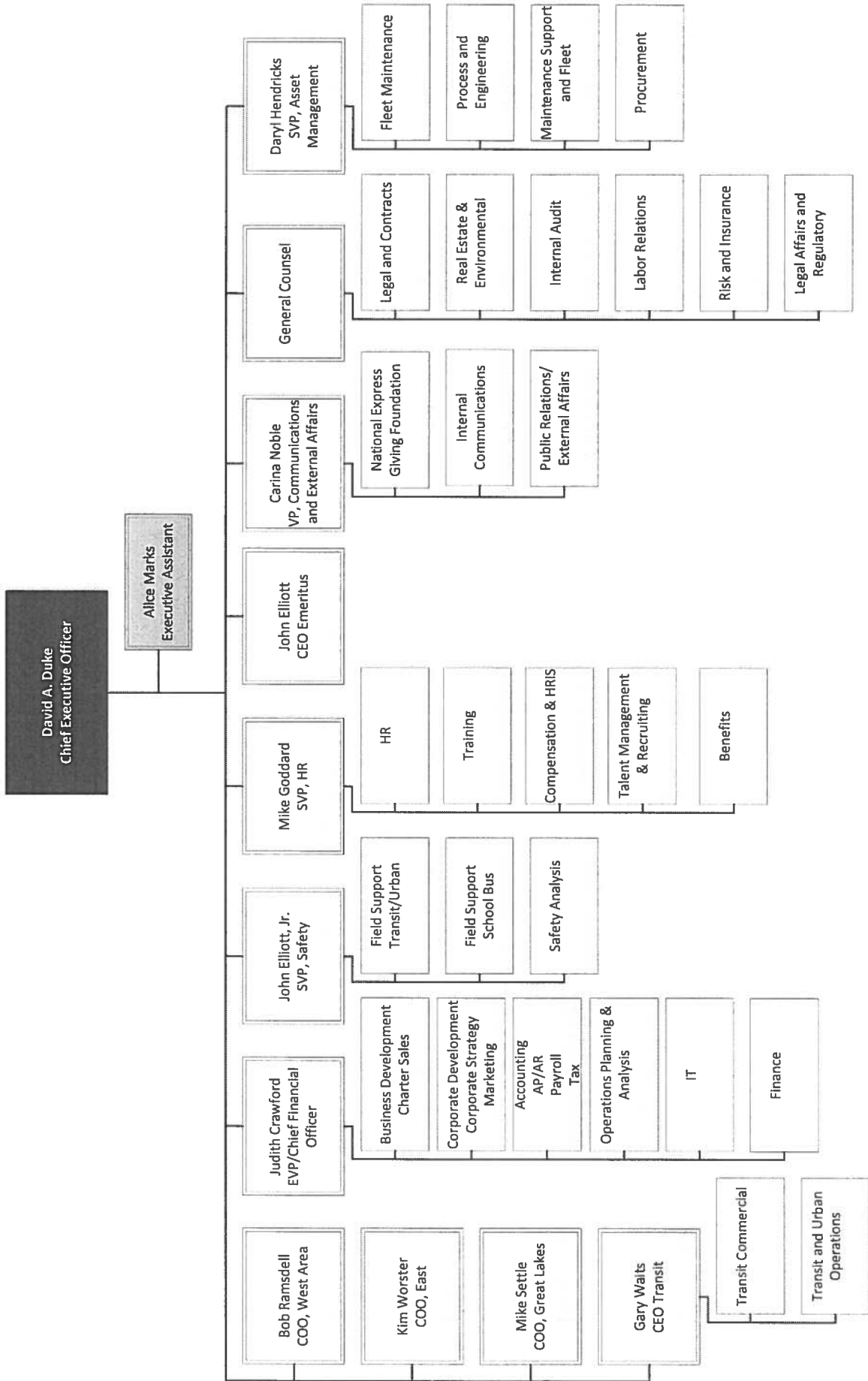
Temiskaming Shores Transit Added Value

Benefits Include:

- ✓ Bus washed every day
- ✓ Wifi on every bus
- ✓ Enhanced bus to bus communication
- ✓ Enhanced communicate with office staff
- ✓ Several year of Transit experience
- ✓ Simple. Safe. Secure.

WIFI – on the Bus

Adding WIFI equipment and technology to the bus will enhance the ride by allowing passengers to access the internet with their hand held devices while travelling on the bus.



*Note: Account Managers report to operations



PW-RFP-008-2017
Transit Contract Services

Contract Transit Services

Transit Contract Services

Consultant's submission of proposal to:

The Corporation of the City of Temiskaming Shores

Stipulated Price

We/I, Stock Transportation Ltd., Troy Phinney

(Registered Company Name/Individuals Name)

of, 128 Wellington St. W. Suite 201 Barrie, ON L4N 1K9

(Registered Address and Postal Code)

Business:

Phone Number (902) - 483-5045

Fax Number (705) - 737-4760

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

*Hourly rate per transit before HST \$ 52.47

*Hourly rate per transit including HST \$ 60.34

*hourly rate above is for the first year of the contract, all future years' rates should be provided by the bidder on a separate sheet not provided.

Transit Contract Services

Contract Transit Services

NON-COLLUSION AFFIDAVIT


I/We Troy Plimney 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 Stock Transportation Ltd.

Title Regional Manager

Contract Transit Services

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, Halifax this 16 day of June, 2017.

FIRM NAME: Stark Transportation Ltd.

BIDDER'S AUTHORIZED OFFICIAL: Troy Plimney

TITLE: Regional Manager

SIGNATURE: 

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Principal Address / Adresse de l'entrepreneur principal	Clearance Certificate Number / Numéro du certificat de décharge	Validity period (dd-mm-yyyy) / Période de validité (jj/mm/aaaa)
STOCK TRANSPORTATION LTD. / STOCK TRANSPORTATION	4300 WEAVER PKY, C/O LISA OSTROM, WARRENVILLE, IL, 60555, US	4573-000: School Bus Operations	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	P100000CGOBE	15-Jun-2017 to 19-Aug-2017

COMMERCIAL VEHICLE OPERATOR RECORD

Carrier Information			
CVOR / RIN #	007-122-522		
Client Name	STOCK TRANSPORTATION LTD.		
Operating As	NATIONAL PASSENGER SERVICES (CANADA)		
Address	128 WELLINGTON ST W SUITE 201 BARRIE ON L4N1K9		
Mailing Address			
Phone #	(705) 737-9847		
Mobile #		Fax #	(705) 737-4760
Email	INFO@STOCKTRANSPORTATION.COM		
CVOR Status	Registered	Expiry Date	2017-04-27
Overall Violation Rate	28.47 %	Carrier Safety Rating	Satisfactory
Start Date	1986-12-30	Original Issue Date	1989-03-07
Type of Commercial Vehicle	Bus School-Bus		
Dangerous Goods	No		
Ontario Kms* Travelled	69,808,743		
Rest of Canada Kms* Travelled	Not Applicable		
US / Mexico Kms* Travelled	Not Applicable		
Total Kms* Travelled	69,808,743		
*Kilometres shown are the current annual rates most recently reported by the operator for the last 12 months (could include actual and estimated travel).			
# of Commercial Vehicles	3,327		
# of Vehicles Double Shifted	Not Applicable		
# of Drivers	3,000		
US DOT #			

Collision Details From 2015-03-07 to 2017-03-06 (24 Months)			
# of Collisions with points	170		
Fatal	1	Personal Injury	57
Property damage	274		
# of Collisions not pointed	162		
Total # of Collisions	332		

Conviction Details From 2015-03-07 to 2017-03-06 (24 Months)			
# of Convictions with points	61		
Driver	62	Vehicle	0
Load	0	Other	0
# of Convictions not pointed	1		
Total # of Convictions	62		

Inspection Details From 2015-03-07 to 2017-03-06 (24 Months)			
Total # of Inspections by level			
Level 1	177	Level 2	6

Search Date and Time: 2017-04-04 16:05:24
Order #: 1-1103731469

Inspection Details From 2015-03-07 to 2017-03-06 (24 Months)			
Level 3	1	Level 4	2
Level 5	97		
Total # of Inspections Out of Service by level			
Level 1	9	Level 2	1
Level 3	0	Level 4	0
Level 5	7		
Total # of vehicles inspected		283	
Out of Service Rates (Excludes Level 4)			
Vehicle Out of Service %		6.07	
Driver Out of Service %		0.00	
Overall Out of Service %		6.05	

Performance Summary From 2015-03-07 to 2017-03-06 (24 Months)			
Event Type	% of set Threshold	% Weight	% Overall Contribution
Collision	46.75	40	18.70
Conviction	11.40	40	4.56
Inspection	26.03	20	5.21
Overall Violation Rate%			28.47

Most Recent Audit

Summary of Interventions From 2015-04-05 to 2017-04-05 (24 Months)	
Type	Date

Collision Breakdown by Kilometric Rate Change								
Time Period	Date From	Date To	# of Months	KM Rate Per Month	# of Events	# of Points	Set Threshold Points	% of Set Threshold
1	2017-01-01	2017-03-06	2.2	5,745,363	25	36	75.84	47.47
2	2016-01-01	2016-12-31	12	5,833,333	158	184	420.00	43.81
3	2015-04-01	2015-12-31	9	6,111,111	140	176	330.00	53.33
4	2015-03-07	2015-03-31	0.83	7,483,333	9	6	37.27	16.10
Total			24.03		332	402		46.75
*Collision threshold values are based on actual/estimated rate of kilometres travel per month reported by the carrier for each time period. Assumed value is used if rate not reported.								

Conviction Breakdown by Kilometric Rate Change								
Time Period	Date From	Date To	# of Months	KM Rate Per Month	# of Events	# of Points	Set Threshold Points	% of Set Threshold
1	2017-01-01	2017-03-06	2.2	5,745,363	4	15	174.32	8.60
2	2016-01-01	2016-12-31	12	5,833,333	26	101	965.42	10.46
3	2015-04-01	2015-12-31	9	6,111,111	28	96	758.54	12.66
4	2015-03-07	2015-03-31	0.83	7,483,333	4	16	85.66	18.68
Total			24.03		62	228		11.40
*Conviction threshold values are based on actual/estimated rate of kilometres travel per month reported by the carrier for each time period. Assumed value is used if rate not reported.								

Inspections Details From 2015-03-07 to 2017-03-06 (24 Months)			
# of CVSA inspections conducted	283	# of Vehicles inspected	283
# of Drivers inspected	186	Total units inspected	469
# of Driver points assigned (D)	0	# of Vehicle points assigned (V)	19
Total inspection points (0.6875 x D+V)	19.00	# of set inspection threshold points **	72.98
% of set threshold	26.03		
**Inspection threshold value is based on # of drivers and vehicles inspected during the entire performance period.			

End of Summary - History Follows

Intervention and Event Details - From 2016-04-04 To 2017-04-04

Collision			
Incident Date	2017-04-03	Incident Time	15:39
Collision Class	CLASS-PROPERTY DAMAGE ONLY		
Collision Jurisdiction	CAON	Collision Location	OSHAWA,RITSON RD N
Ticket #			
Vehicle Plate #	SE8512	Vehicle Plate Jurisdiction	CAON
Vehicle Action	VEH ACTN-STOPPED		
Vehicle Condition	VEH COND-NO APPARENT DEFECT		
Driver Name	JAGON,DAVID,A		
Driver Licence Jurisdiction	CAON	Driver Licence #	J01541561620503
Driver Action	DR ACT-DRIVING PROPERLY		
Driver Condition	DR COND-NORMAL	Driver Charged	N
Points	0	Microfilm #	071590984

Inspection			
CVIR#	ONEA01080819	Inspection Date	2017-03-29
Start Time	08:45:00	End Time	09:05:00
Vehicle Points	0	Driver Points	0
Level of Inspection	1	# of Vehicles	1
Co-Driver	N	Impoundment	N
Charged	N	Location	New Liskeard TIS
Categories OOS*	0	Total All Defects	0
Driver Licence #	P61846167880320	Jurisdiction	CAON
Driver Name	POITRAS,PASCAL,P		
Vehicle1		Vehicle Make	FRHT
Unit Number	17970	Vehicle Plate	SE9690
Jurisdiction	CAON		

Inspection			
CVIR#	ONEA01089763	Inspection Date	2017-03-29
Start Time	09:10:00	End Time	09:38:00
Vehicle Points	0	Driver Points	0
Level of Inspection	1	# of Vehicles	1
Co-Driver	N	Impoundment	N
Charged	N	Location	New Liskeard TIS

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

Being a by-law to authorize the entering into an Agreement with Stock Transportation Ltd. and the Town of Cobalt for a Public Transit System

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 The City of Temiskaming Shores shares a Public Transit System with the Town of Cobalt under the name of Temiskaming Transit Témiskaming (TTT) which is subsidized by the two municipalities on a percentage basis;

And whereas the City of Temiskaming Shores and the Town of Cobalt entered into an agreement with Stock Transportation Ltd., being By-law No. 2013-141 to operate the Public Transit System which expires on December 31, 2017;

And whereas Council considered Administrative Report No. PW-206-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law and agreement for Transit Contract Service with Stock Transportation Ltd. at an hourly rate of \$52,47 (2018) with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) per transit bus plus applicable taxes for consideration at the September 19, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an Agreement with Stock Transportation Ltd. and the Town of Cobalt for the provision of a Public Transit System;

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 Stock Transportation Ltd. and the Town of Cobalt for the provision of a Public Transit System, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

2. That the said agreement be hereby for the period of January 1, 2018 to December 31, 2022 at a cost of \$52.47/hour for 2018 with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) for each hour of service provided in order to deliver the transit services in accordance with the approved transit routes and schedules plus HST.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Town of Cobalt

and

Stock Transportation Ltd.

For the provision of a Public Transit System

This Indenture made in triplicate this 19th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores
Hereinafter referred to as "Temiskaming Shores"

Party of the 1st Part

And:

The Corporation of the Town of Cobalt
Hereinafter referred to as "Cobalt"

Party of the 2nd Part

hereinafter referred to collectively as the "Municipalities"

And:

Stock Transportation Ltd.
Hereinafter referred to as the "Operator"

Party of the 3rd Part

Whereas the Municipalities wish to provide a public passenger bus service (the "**Transit System**") within certain areas and over certain highways situated in the Municipalities.

And whereas the Operator has agreed to operate such a Transit System for the Municipalities.

And whereas the Municipalities and the Operator have agreed to the terms and conditions for the operation of such a Transit System.

And whereas pursuant to By-law No. 2013-140, as amended being a lease agreement for Transit Buses (the "**Leased Buses**") the Municipalities have agreed to lease to the Operator for a period concurrent with the term of this contract the Leased Buses for the purposes of the Transit Services (as hereinafter defined).

Now therefore the Parties hereto in consideration of the premises hereby agree one with the other as follows:

1. Subject to the terms of this Contract, the Municipalities grant to the Operator the right to operate the Leased Buses as well as to operate other buses provided-by the Municipalities to the Operator on a standby basis ("**Standby Buses**") for the conveyance of passengers pursuant to the Transit Services for a term (the "**Term**") of 52 months commencing on the 1st day of January, 2018 and expiring December 31, 2022, unless otherwise extended in writing in accordance with the terms of this Contract. The Leased Buses and Standby Buses are collectively referred to as the "**Buses**".

2. The Operator and Municipalities may enter into negotiations to renew this Contract at any time following nine (9) months prior to the end of the current term of the Contract.
3. Written notice of non-renewal of this Contract may be given by either party not less than 90 days prior to the expiry of the Term, failing which, this Contract shall continue on a month-to-month basis until terminated by either the Municipalities or the Operator upon 90 days prior written notice given by either party. The Municipalities shall not be liable for costs or damages of any kind caused to the Operator by such non-renewal or cancellation. The Operator shall not be liable for costs or damages of any kind caused to the Municipalities by such non-renewal or cancellation.
4. The Operator shall operate the Transit System (the "**Transit Service**") on those routes and timetables established by the Temiskaming Transit Témiskaming (TTT) as may be amended from time to time in accordance with this Contract and, in connection therewith, shall have the following obligations and responsibilities:
 - (a) provide Transit Service daily excluding designated statutory holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day). Notwithstanding the foregoing, provided the Municipalities give thirty (30) days' notice, the Operator may be required to operate the Transit Service on any of the excluded days, in which case the fee payable to the Operator for the Transit Service provided on such excluded days will be calculated at double the then-applicable hourly rate set out in Section 5(b) of this Contract.
 - (b) adhere to the routes and timetable as contained in the applicable Route Schedule. Timetable compliance limits shall be 0-3 minutes late, 80% of the time. In order to assist the Operator in meeting the compliance limits, the Municipalities shall provide checkpoint times at one or more major points along each route. In the event that the Operator considers that it is not able to meet the timetable compliance limits, for safety reasons or other factors outside of its control, the Operator shall promptly notify the Municipalities in writing identifying the timetable deficiencies and the reasons therefor and the Municipalities shall consult with the Operator regarding such timetable deficiencies. If, in the opinion of the Municipalities, acting reasonably, the Operator would be unable to meet the timetable compliance limits by lawful and commercially reasonable actions, the Municipalities shall implement a Variation pursuant to Section 10 of this Contract to amend the Route Schedule.
 - (c) operate the Buses in accordance with all applicable law, including the provisions of the *Public Transportation and Highway Improvement Act*, *Public Vehicles Act*, the *Accessibility for Ontarians with Disabilities Act*, and regulations thereunder and such by-laws as the Municipalities may pass from time to time.

- (d) enforce the policies of the Municipalities (and the Temiskaming Transit Committee) in effect from time to time regarding time and use restrictions applicable to fare transfers.
- (e) perform regular maintenance on the Leased Buses as per the manufacturer's specifications and repairs on an as-needed basis (except for: (i) any maintenance, repair or replacement of major parts that exceeds \$2,500 per instance per Leased Bus; and (ii) warranty repairs), and maintain a spare parts inventory that, in the opinion of the Operator, is reasonably sufficient to enable and satisfy its maintenance obligations so as to ensure its ability to provide the Transit Service required under the Contract; provided, however, that the Operator shall undertake any maintenance, repair or replacement of major parts that exceeds \$2,500 per instance per Leased Bus, if requested to do so by the Municipalities, subject to the Municipalities providing a Variation Notice to that effect and the parties agreeing upon an appropriate scope of services and full compensation to the Operator in respect thereof. In performing its maintenance obligations, the Operator shall use only top grade fuel and oils, greases and fluids as specified by the vehicle manufacturer's specifications or as recommended by the Municipalities' qualified mechanics. The Operator shall not be responsible for maintenance of Standby Buses, except as expressly provided in this Contract.
- (f) maintain all Leased Buses in accordance with the manufacturer's recommendations for service and keep records to the satisfaction of the Municipalities of all mileage, maintenance and service for each individual vehicle and to provide the Municipalities with confirmation every six months of regular servicing of each such vehicle in accordance with the manufacturer's recommendations.
- (g) keep all Buses clean and sanitary inside and out and maintain adequate heat and light inside such vehicles during operation.
- (h) ensure that each passenger pays a cash fare or has a valid bus pass.
- (i) collect, reconcile and remit to the Municipalities all cash fares stipulated by the Municipalities;
- (j) keep proper operating, maintenance, mileage, accounting and such records as may be reasonably required by the Municipalities from time to time (including in respect of Standby Buses) and provide monthly reports to The Corporation of the City of Temiskaming Shores for distribution to the other participating Municipality by the 10th day of the following month for which the operation and accounting records are provided. In addition, the Operator shall keep such other records as may reasonably be required by the Municipalities, from time to time, including as may be required to enable the Municipalities to comply with the reporting requirements of transit associations, provincial or federal government agencies, or similar bodies. All records associated with the Transit Service shall be open at all times for examination by the Municipalities' representatives or Provincial Auditors upon demand. Certified copies of all said records shall be provided upon request.

- (k) obtain and maintain at all times, with reputable insurers licensed under the *Insurance Act* (Ontario), public liability and property damage insurance in an amount of not less than \$5,000,000 flat coverage per individual claim for loss or damage resulting from bodily injury to or death of any person in any one accident, accident benefit coverage and as such other insurance as is customarily carried by operators of bus services similar to those contemplated in this Contract having such coverages and limits as are required under all applicable law, including the *Insurance Act* (Ontario), the *Public Vehicles Act* (Ontario) and the *Highway Traffic Act* (Ontario) and as may reasonably be required by the Municipalities. The Operator shall ensure that the Municipalities are designated as named insureds in the said policies of insurance and provide certified proof of said policy coverages, and status as "named insureds", forthwith upon signing of this Contract. Each such insurance obtained and maintained by the Operator shall contain an endorsement confirming that the policy will not be cancelled, adversely reduced or adversely materially altered without the insurer giving at least 90 days prior written notice by registered mail to the Municipalities.
- (l) indemnify and save harmless the Municipalities from all demands, claims, actions, law suits, proceedings, and causes of action for injury or damages of any nature, costs, expenses and/or losses of any nature arising in any way, by reason of or connected in any way with the operation and/or maintenance of the Buses by the Operator. This duty to indemnify shall include, but is not limited to, claims resulting from the Operator's breach of its obligations under the Contract, any accident caused by the Operator or its employees or agents involving property damage or personal injury and any negligence and/or willful misconduct by the Operator or any of the Operator's employees and/or agents; provided, however, that the Operator shall have no obligation to indemnify either or both of the Municipalities to the extent any indemnity claim is attributable, directly or indirectly, to any act or omission of the Municipalities or to the Municipalities' breach of their obligations under this Contract.
- (m) co-operate with the Municipalities' representatives in conducting, participating in or responding to passenger counts or other surveys that the Municipalities may see fit to perform.
- (n) obtain and maintain all operating licenses required under all applicable laws and regulations, including without limitation, ensuring that drivers possess a valid class "C" or "B" Driver's License as required under the *Highway Traffic Act* (Ontario).
- (o) provide sufficient Bus drivers familiar with the Buses, routes and schedules to provide the Transit Services safely and efficiently. Operator shall ensure that:
 - (i) Bus drivers shall be alert and well rested at all times while operating the Buses; and
 - (ii) Bus drivers shall be polite and well groomed at all times and shall not smoke while operating the Buses.

- (p) at the Operator's expense, provide a uniform, consisting of a dress shirt and pants approved by the Municipalities, acting reasonably, and ensure that they be worn by the Bus driver while on duty.
- (q) post a notice on all Leased Buses which provides a telephone number listed at the Head Office of the company for receipt of information, requests and complaints. Complaints shall be recorded with particulars as to time, driver, bus number, route and nature of complaint together with complainant's name, address and telephone number and shall be dealt with by the Operator. Such records shall be available for review by the Municipalities.
- (r) discipline any Bus driver or other employee found to be in material breach of the terms and conditions of his Contract or in breach of the law or the subject of valid passenger complaints. The nature of the discipline imposed by the Operator shall be governed by the law of Ontario and shall take into consideration the severity of the problem as determined by the Operator.
- (s) distribute at its place of business to the general public or display on the Buses such printed information or advertising as are deemed necessary by the Municipalities to properly advertise the routes and timetable as well as any legislated posting, costs of printing and advertising to be paid by the Municipalities.
- (t) report all accidents or events involving vehicle collisions, passenger injuries, and property damage of any kind, etc., promptly to the police or other relevant regulatory authorities, the insurance agent or insurer and the Municipalities. A written report must be made by the Bus driver, a copy of which shall be provided to the Municipalities.
- (u) the Branch Manager of Stock Transportation, Haileybury Division or his designate shall be responsible for the Transit Services. Such individual or his designate shall be accessible to the Municipalities during the normal operating hours of the Transit System and he or she shall have authority to make decisions on behalf of the Operator.
- (v) pay all expenses associated with the operation and maintenance of the Leased Buses and the provision of the Transit Services, except as specifically excluded by this Contract. These expenses include, but are not limited to the maintenance of the Leased Buses (subject to Section 4(e) of this Contract), wages to Operator's employees, agents and/or independent contractors (including salaries paid to Operator personnel for reconciliation of bus fares), fringe benefits of all Operator personnel, insurance as provided herein, obligations pursuant to the Workmen's Compensation Act and applicable licensing fees.
- (w) indemnify and save harmless the Municipalities from any and all demands, claims, actions, law suits, proceedings, and/or causes of action for damages, costs, expenses and/or losses of any nature arising in respect of the severance and/or termination, with or without cause, of any employee or other agent or contractor of the Operator for any reason.

5. The Municipalities' responsibilities shall include:
- (a) lease the Leased Buses to the Operator at a yearly lease amount of one dollar (\$1.00) per Leased Bus. On or before the commencement date of the Contract, the said Leased Buses will be delivered to the Operator in sufficient time to allow for inspection of the Leased Buses and, if required, to allow the Municipalities sufficient time to correct any deficiencies revealed by the inspection, at the sole expense of the Municipalities. Any disagreement between the parties shall be resolved pursuant to the Dispute Resolution Procedure set forth in Section 12.
 - (b) paying the Operator for the provision of Transit Services during the Term of this Contract, for each hour of Transit Service provided by the Operator in accordance with the Route Schedule, an hourly rate of (subject to subsection 4(a), above) \$52.47/hour for 2018 calendar year with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) plus all applicable Harmonized Sales Tax (HST).
 - (c) the City of Temiskaming Shores shall be responsible to pay 86.81% of the cost and the Town of Cobalt shall be responsible to pay 13.19% of the cost.
 - (d) notwithstanding Section 5(c), payment to the Operator will be made by Temiskaming Shores for the full amount due and owing to the Operator, including Cobalt's share, at the rate set forth in Section 5(b) of this Contract, within fifteen (15) days of receiving from the Operator a copy of the preceding month's operating record accompanied by an invoice setting out the fees payable in respect of that month. Cobalt shall reimburse Temiskaming Shores for its respective share. For the purposes of this Section 5(b) "operating record" means a summary of the hours of operation and passenger count.
 - (e) maintaining a sufficient supply of Standby Buses in the event any Leased Bus is out of service on account of breakdown, maintenance, warranty or major parts repair to ensure that the Operator's ability to provide Transit Service as required under the Contract is not adversely affected or impaired. The Municipalities shall be responsible for all maintenance of Standby Buses.
 - (f) undertaking (or causing to be undertaken) in a timely basis, so as not to interfere with or impede the Operator's ability to provide the Transit Services required under this Contract, all major parts repairs or replacements and warranty repairs on the Leased Buses during the term of this Contract and the Operator's sole responsibility in respect thereof will be to notify the Municipalities in a timely fashion of the need for such repairs and replacement. If a failure by the Municipalities to carry out major parts or warranty repairs on a timely basis adversely affects the Operator's ability to comply with any of its obligations under this Contract, the Operator will not be in breach of its

- obligations under this Contract and appropriate relief, including compensation, will be provided to the Operator by the Municipalities.
- (g) decaling of the Buses so as to satisfy all applicable operational and legal requirements including, without limiting the generality of the foregoing, subsection 103(1) of the *Highway Traffic Act* and Section 8 of O. Reg. 587 under the *Highway Traffic Act*; provided that no such decaling shall interfere with or impede Bus driver's visibility or operation of the Buses.
 - (h) developing and administering a monthly and/or seasonal transit pass system. Fare increases will be reviewed and approved by the Municipalities who shall give the public thirty (30) days' notice of any intention to change the fares. The printing and distribution of passes, bus schedules and bus tickets and all associated costs will be the responsibility of the Municipalities, provided the Operator will co-operate to assist at the expense and at the request of the Municipalities.
 - (i) reviewing in consultation with the Operator and approving routes, days, hours and frequency of the Transit Services as well as the number of route operational buses required to perform the Transit Services.
 - (j) approving the location of bus stops in consultation with the Operator and erecting and maintaining shelters at appropriate bus stops designated by the Municipalities.
 - (k) to the extent that the Municipalities have jurisdiction, prohibiting car parking at bus stops.
6. The Municipalities hereby agree that Temiskaming Shores is hereby appointed as the Municipality to which the Operator shall remit all records and monthly invoices for payment.
7. The parties agree that, whereas service to the citizens of the Municipalities is of paramount importance to the Municipalities:
- (a) a duly authorized representative of the Municipalities may inspect the Leased Buses upon providing the Operator with prior notice of not less than 24 hours; and
 - (b) each of them shall use its commercially reasonable efforts to provide a safe, reliable and efficient Transit Service.
8. The Operator will not be in breach of its obligations under this Contract and will be entitled to appropriate compensation to the extent that its failure to perform is caused by events beyond its control, including extreme weather conditions, bus breakdown or inoperability not caused by or resulting from the Operator's failure to comply with its maintenance obligations under the Contract, road conditions, road closures or detours resulting from road or infrastructure maintenance or repair,

- municipal events, weather conditions, or failure by the Municipalities to comply with their obligations under the Contract. Any disagreements between the parties in respect of entitlement to or the amount of compensation shall be resolved in accordance with the Dispute Resolution Procedure.
9. The Operator and the Municipalities may negotiate appropriate relief in order to compensate the Operator for additional costs in performing its obligations under the Contract that result from any changes to all applicable law including the enactment of municipal by-laws that were not reasonably foreseeable at the time of entering into the Contract. Any disagreements between the parties in respect of entitlement to or the amount of compensation shall be resolved in accordance with the Dispute Resolution Procedure
 10. If the Municipalities wish to implement any changes to the routes and timetables contained in the Route Schedule or to other operational obligations of the Operator under the Contract, they shall provide the Operator with a Variation notice specifying the changes to be made, The Operator shall then provide a Variation response within twenty (20) days of receipt of the Variation notice setting forth objections, if any, to the proposed change and specifying the effects of the proposed change and any impact on its costs of performing its obligations under this Contract. If the Operator is unable to comply with the requirements of the proposed change, the Variation notice shall be withdrawn. If the Municipalities proceed with the change, the terms of the Contract and/or the Route Schedule shall be amended to take account of any operational and cost impacts set out in the Operator's Variation response. Any disagreements between the parties in respect of a proposed Variation shall be resolved in accordance with the Dispute Resolution Procedure.
 11. The Municipalities may request the Operator to provide additional special services beyond the scope of the Transit Services that do not interfere with or jeopardize the regular Transit Service, provided that the cost of such special services shall be negotiated in advance of the Operator performing such services, or as the parties may otherwise agree.
 12. In the event of dispute between the Operator and the Municipalities during the term of this Contract, any of the parties hereto may give to the other parties, notice of such dispute. Thereupon the following arbitration provisions shall apply:
 - (a) The Operator and the Municipalities shall jointly choose a single arbitrator, acceptable to all of the parties, to hear and decide the matters in dispute. The decision of the arbitrator shall be final and binding on the parties.
 - (b) If the parties are unable to agree on the choice of a single arbitrator within twenty-one (21) days of the giving of notice of dispute, each of the Operator and the Municipalities (acting jointly) shall appoint an arbitrator and the two arbitrators shall jointly select a third arbitrator and the decision of any two arbitrators shall be final and binding upon the parties.

- (c) if selection of a third arbitrator pursuant to Section 12(b) has not occurred within ten (10) days of the end of the twenty-one (21) day period referred to therein because one party refuses or fails to appoint an arbitrator, then the arbitrator selected by the other party shall be the sole arbitrator.
 - (d) The parties shall do all acts and things as are necessary to enable the arbitrator to make proper findings respecting the matters in dispute and none of the parties shall obstruct the arbitrator from proceeding with the reference or from making his award.
 - (e) Except as otherwise as herein provided, the arbitrator shall be governed by the provisions of The Arbitration Act (Ontario), R.S.O. 1990, c. A-24 and any successor legislation. The determination of the arbitrator shall be in writing and shall be final and binding upon the parties without a right to appeal to a court.
 - (f) The costs of arbitration shall be borne equally by the parties.
 - (g) The Operator shall continue to perform the Transit Services throughout the duration of the arbitration.
13. This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, including, without limitation, the *Municipal Act, 2001*, the *Public Transportation and Highway Improvement Act*, the *Public Vehicles Act* (Ontario), the *Accessibility for Ontarians Disability Act*, and relevant by-laws passed by the Municipalities from time to time.
14. The Operator shall not be permitted to assign or sub-contract its obligations under this Contract without the prior written consent of the Municipalities, such consents not to be unreasonably withheld.
15. This Contract and all of the terms, covenants, conditions and other provisions of or contained herein and all of the obligations under or pursuant to this Contract shall be binding on and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. The captions in this Contract form no part of this Contract, and shall be deemed to have been inserted for convenience of reference only.
16. If any term, covenant or condition of this Contract or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract and/or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be separately valid and enforceable to the fullest extent permitted by law.
17. Any notice, demand or other communication (in this section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours of the recipient on a business day and left with the recipient, for notice delivered to individuals, a receptionist or other responsible employee of the recipient of the applicable address set forth below;
- (b) sent by prepaid first class mail; or
- (c) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record ("**Transmission**") during normal business hours on a business day;

in the case of a notice to the Municipalities addressed to:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050

Haileybury, Ontario

P0J 1K0

Attention: Municipal Clerk

Fax No.: 706-672-3200

Email: dtreen@temiskamingshores.ca

with a copy to:

The Corporation of the Town of Cobalt

P.O. Box 70

Cobalt, Ontario

P0J 1C0

Attention: CAO/Clerk-Treasurer

Fax No.: 705-679-5050

Email: cobalt@ntl.sympatico.ca

and in the case of a notice to the Operator addressed to it at:

Stock Transportation Ltd.

P.O. Box 368

Haileybury, Ontario

P0J 1K0

Attention: Luc Charlebois, Manager

Fax No.: 705-672-3341

Email: lucc@stocktransportation.com

Each notice sent in accordance with this section shall be deemed to have been received:

- (d) on the day it was delivered;

- (e) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
 - (f) on the same day that it was sent by Transmission or on the first business day thereafter if the day on which it was sent by Transmission was not a business day.
18. Any Party may change its, his or her address or notice by giving notice to the other parties.
19. Time shall be of the essence of this Contract.
20. This Contract and the Bus Lease together constitute the entire and final agreement between the parties hereto with respect to all the matters herein and its execution has not been induced by, neither do any of the parties hereto rely upon nor regard as material any representations or promise whatsoever not incorporated herein and made a part thereof and it shall not be amended, altered or qualified except by memorandum in writing signed by the parties hereto.

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)

Municipal Seal)

City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen

Municipal Seal)

Town of Cobalt

Mayor – Tina Sartoretto

Clerk – Michelle Larose

Municipal Seal)

Stock Transportation

Regional Manager – Troy Phinney

Witness – Signature

Name: _____

Title: _____

Subject: Operation of the Don Shepherdson
Memorial Arena Concession

Report No.: RS-009-2017
Agenda Date: September 19, 2017

Attachments

Appendix 01: Applicant Submissions

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-009-2017; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Martin and Kerry Rivard for the operation of the Don Shepherdson Memorial Arena concession for the 2017/2018 winter season in the amount of \$225.00 per month plus HST for consideration at the September 19, 2017 Regular Council meeting.

Background

The New Liskeard Concession has been successfully operated by Rick's Magic Touch for the past few years. Unfortunately Rick's life was taken in a tragic accident this past summer and his family notified the municipality that they would no longer be in a position to carry on with the operation of the concession but would continue to operate for the month of September 2017 in hope that someone else would be in position to take over.

The City advertised for applications for the operation of the concession in the Temiskaming Speaker/Weekender on August 9th with a submission deadline of August 24th, 2017. Unfortunately there were no submission at that time.

The City extended the submission deadline to September 8th, 2017 and advertised in the Temiskaming Speaker/Weekender and on CJTT 104.5 FM. Two submissions were received.

Analysis

The two submissions received were from the following:

Dan Hackett	\$100 per month
Martin and Kerry Rivard	\$225 per month

Each of the applicants would provide pre-packaged goods and would be working with the Healthy Kids Community Challenge initiative to provide healthy food options in public facilities. The applications are attached as Appendix No. 01 to the report.

Financial / Staffing Implications

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

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

The lease agreement is for seven months and will result in a total payment in the amount of \$1,575 to the municipality.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Name of Applicant: DAN HACKETT
Business Name: THE BBQ GUY
Address (Business or Residence): NEW LISKEARD
Phone No.: 705 647-2147 Email: _____

For use of the premises I/we will pay \$ 100 / month + HST for the concession at the Don Shepherdson Memorial Arena.

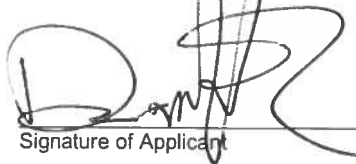
Under this application I/we propose to provide the following services:

- Confectionery Items Describe: MUFFINS, DOUGHNUTS
(Pre-packaged)
- Other Items Describe: HAMBURGER, HOT DOG, FRESH FRUIT, CHILE DOG

The Applicant Declares that:

- I/we understand that the minimum terms and conditions are as follows:
 - Term of agreement: October 1, 2017 to April 30th, 2018
 - Open minimum hours of operation as specified in Application Package
 - General liability insurance of not less than \$1,000,000. (If serving food that requires cooking/frying and/or food handling)
 - Must have a current Business License with the City of Temiskaming Shores
- This application is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making an application for the same work, and is in all respects fair and without collusion or fraud.
- The several matters stated in the said application are in all respects true.
- If this proposal is accepted, the applicant agrees to furnish, for the proper fulfillment of the lease agreement, all documentation as required to execute such lease agreement within ten (10) days after being notified to do so by municipal staff.

DAN HACKETT
Name of Applicant (print)


Signature of Applicant

SEPT/5/17
Date

Please attach a proposal and description of Experience in Concession / Retail Operations

APPLICATION FOR THE OPERATION OF CONCESSIONS



Don Shepherdson Memorial Arena
 Haileybury Arena

(IF APPLYING TO OPERATE MORE THAN ONE CONCESSION USE ONE FORM PER CONCESSION)

APPLICATION BY: Martin & Kerry Rivard

Address of Residence or Business: 141 Pine Ave East New Liskeard

Phone Number: 647-9517 Email address: martytse@fibrecop.ca

For use of the premises I/we will pay \$225 /month + HST for the concession at the Don Shepherdson Memorial Arena and/or _____ /month + HST for the concession at the Don Shepherdson Memorial Arena.

Under this application I/we propose to provide the following services:

Confectionery Items
(Pre-packaged)

Describe:

Chocolate bars, gum, Candy, water, pop

Other Items

Describe:

hotdogs, popcorn, nachos, coffee, milk

THE APPLICANT DECLARES THAT:

1. I/we understand that the minimum terms and conditions are as follows:
 - a. Term of agreement: October 1, 2017 to April 30th, 2018
 - b. Open minimum hours of operation as specified in Application Package
 - c. General liability insurance of not less than \$1,000,000. (If serving food that requires cooking/frying and/or food handling)
 - d. Must have a current Business License with the City of Temiskaming Shores
2. This application is made without any connection, knowledge, comparison of figures or arrangements with any other person or persons, making an application for the same work, and is in all respects fair and without collusion or fraud.
3. The several matters stated in the said application are in all respects true.
4. If this proposal is accepted, the applicant agrees to furnish, for the proper fulfillment of the lease agreement, all documentation as required to execute such lease agreement within ten (10) days after being notified to do so by municipal staff.

Martin Rivard
Name of Applicant (print)

Signature of Applicant

Sept. 6/17
Date

Kerry Rivard

KRivard

Sept. 6/17

PLEASE ATTACH A PROPOSAL AND DESCRIPTION OF EXPERIENCE IN CONCESSION/RETAIL OPERATIONS

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

**Being a by-law to enter into a Lease Agreement with Martin
and Kerry Rivard for the provision of Concession Services at
the Don Shepherdson Memorial Arena**

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 RS-009-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Martin and Kerry Rivard for the operation of the Don Shepherdson Memorial Arena Concession from October 1, 2017 to April 30, 2018 for consideration at the September 19, 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 Martin and Kerry Rivard for the Operation of the Don Shepherdson Memorial Arena Concession for the period covering October 1, 2017 to April 30, 2018, 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 19th day of September, 2017

Mayor – Carman Kidd

Clerk – David B. Treen

This lease made this 19th day of September, 2017.

between:

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

and:

Martin and Kerry Rivard
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Don Shepherdson Memorial Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on October 1, 2017 to April 30, 2018.

3. Rent

The Tenant shall pay the Landlord Two Hundred and twenty-five Dollars (\$225) plus applicable taxes per month payable on the first day of each month from October 1, 2017 to April 30, 2018;

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- d) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- e) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- f) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- g) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- h) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time

understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- j) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord's covenants

The Landlord covenants with the Tenant;

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

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re-enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights

may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;

- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubycck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

Martin and Kerry Rivard

Martin Rivard

Kerry Rivard

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

September 11, 2017

City of Temiskaming Shores
PO Box 2050
Haileybury, ON
P0J 1K0

Mayor and Council:


My husband and I own the property at 161 Nixon Crescent which is made up of lots 45 and 46 on Plan M253T.

We request Council pass a deeming by-law to allow these lots to merge on title so that we can build a shed on lot 46.

The lawyer we will be using to register the by-law is

Kemp's Office

Mary-Anne McLeod
161 Nixon Crescent


M. McLeod.

The Corporation of the City of Temiskaming Shores

By-law No. 2017-000

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 161 Nixon Crescent – Roll Nos. 54-18-010-007-371.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 45 and 46, Plan M253T, Parcel 23371SST;

And whereas Council considered Memo No. 009-2017-CGP at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lot 45 and Lot 46 on Plan M-253 T to no longer be Lots on a Plan of Subdivision for consideration at the September 19, 2017 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 23371 SST, Plan M253T, Lot 45;
 - b) Parcel 23371 SST, Plan M253T, Lot 46;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the

person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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.

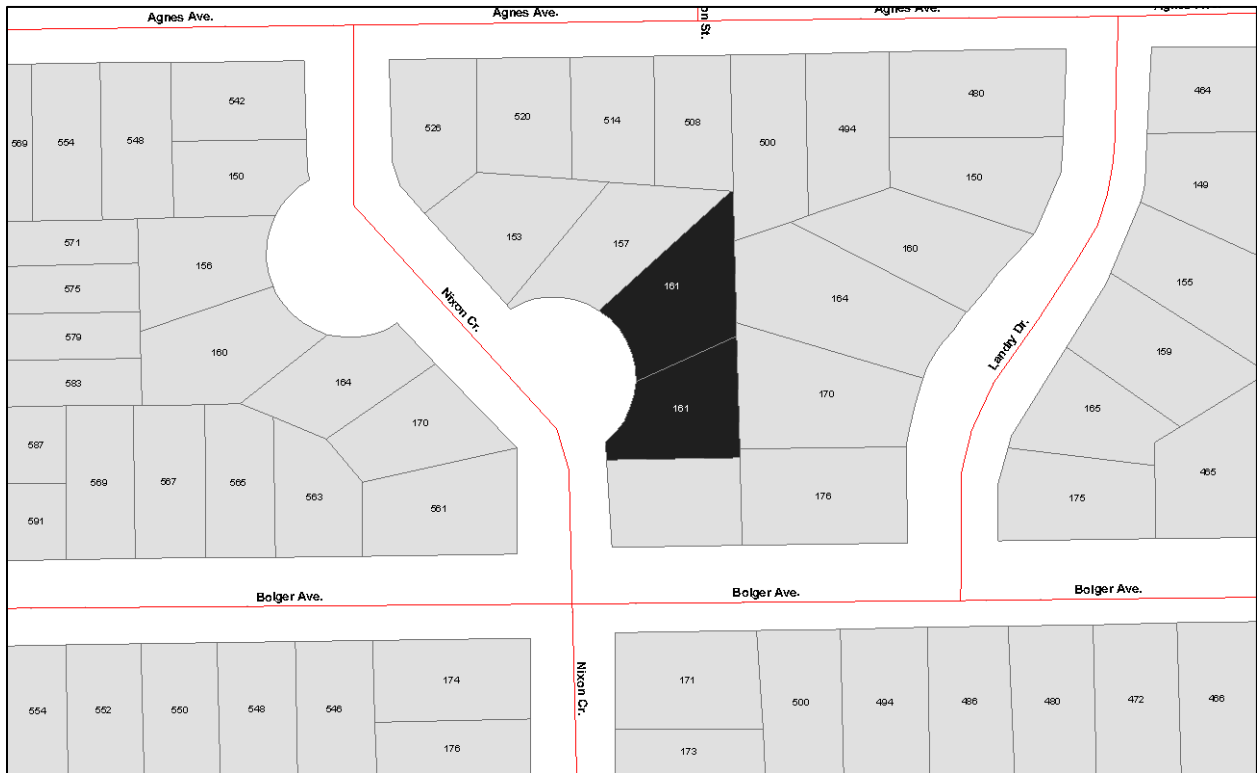
Read a first, second and third time and finally passed this 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



161 Nixon Crescent

The Corporation of the City of Temiskaming Shores
By-law No. 2017-114
Being a by-law to authorize the Sale of Land to Frank
Peter Stap being Lot 66 on Plan M-79 N.B., Dymond
Township in the District of Timiskaming

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 By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered the Public Meeting at the September 5, 2017 Regular Council meeting as well as Administrative Report No. CS-032-2017 and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Frank Stap for the sale of Lot 66 on Plan M-79 N.B. for consideration at the September 19, 2017 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between **Frank Peter Stap** as Purchaser and The Corporation of the **City of Temiskaming Shores** as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell the subject land in the amount of \$1,043 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Lot 66 on Plan M-79 N.B., Parcel 25370 SST, Dymond Township, District of Timiskaming

4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical,

semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

OFFER TO PURCHASE

I, Frank Peter Stap, of New Liskeard, Ontario
(as "Purchaser"), having inspected the property, hereby agree to and with

The City of Temiskaming Shores
(as "Vendor") to purchase the premises municipally known as being

61339-0026
PCL 25370 SEC SST; LT 66 PL M79NB DYMOND; EXCEPTING THOSE
PARTS LYING E OF A LINE DRAWN PARALLEL TO & ALWAYS DISTANT
99.5 FT MEASURED WLY & PERPENDICULAR FROM THE SAID CENTRE
LINE OF THE ONTARIO NORTHLAND RAILWAY ROW; TEMISKAMING
SHORES ; DISTRICT OF TIMISKAMING

having a frontage of 40 feet and a depth of 132 feet more or less (herein called the "Real Property")

PURCHASE PRICE: at the price of **ONE THOUSAND FORTY-THREE DOLLARS (\$1,043)**

DEPOSIT: payable (\$100) to the Vendor's solicitor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of purchase price by certified cheque subject to adjustments on the closing date hereinafter set forth.

The Vendor and the Purchaser agree to share the cost of \$565 (inclusive of HST) for preparing this agreement. It will be an adjustment on the Statement of Adjustments.

RELEASE OF INFORMATION:

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C.F. 31 and the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, C. M. 56.

DEFICIENCY NOTICES AND WORK ORDERS:

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order

or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

TENANCY:

Tenancy, if any

Not Applicable

FIXTURES:

The purchase price includes the following, free and clear of encumbrances:

All fixtures which shall remain affixed to the Real Property, except the following which the Vendor may remove prior to closing:

Not Applicable

CHATTELS:

The purchase price includes the following chattels, owned by the Vendor, valued by the parties at \$2.00

chattels included:

Not Applicable

RENTAL ITEMS:

The following equipment is rented and not included in the Purchase Price. The Purchaser agrees to assume the rental contract(s), is assumable:

Not Applicable

ACCEPTANCE:

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 5th day** after the date of signing the offer, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

TITLE:

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

REQUISITIONS:

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, and that its present use may be lawfully continued. If within that time any valid objection

to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

CLOSING ARRANGEMENTS:

Where the transaction will be closed by electronic registration the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other items (the "Requisite Deliveries") and the release thereof to the Vendor and Purchaser will:

- (a) not occur at the same time as the registration of the transfer/deed (and any other documents intended to be registered in connection with the completion of this transaction) and
- (b) be subject to conditions whereby the lawyer receiving any of the Requisite Deliveries will be required to hold the same in trust and not release same except in accordance with the terms of a document registration agreement between the lawyers.

The Vendor and Purchaser irrevocably instruct their respective lawyers to be bound by the document registration agreement which is recommended from time to time by the Law Society of Upper Canada. Exchange of the Requisite Deliveries shall occur at such place as is agreed between the lawyers, and in the absence of such agreement, in the applicable Land Registry Office.

SURVEYS AND DOCUMENTS:

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser so soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

CLOSING:

This Agreement shall be completed on or before **5th day of October, 2017** on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

INSPECTION OF PROPERTY:

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of

Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

INSURANCE:

Until completion of sale all buildings and equipment on the Real Property shall be and remain at the risk of the Vendor, and the Vendor will hold all policies of insurance effected on the Real Property and the proceeds thereof in trust for the parties hereto, as their interests may appear. In the event of damage to the said buildings and equipment before the completion of this transaction, the Purchaser shall have the right to elect to take such proceeds and complete the purchase, or cancel this Agreement, whereupon the Purchaser shall be entitled to the return, without interest or deduction, of all moneys paid on account of this purchase.

ADJUSTMENTS:

Fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Other adjustments may be made as agreed between the Vendor and the Purchaser.

If the Real Property qualifies for the farm tax rebate, the party who receives the application for it undertakes to apply for the farm tax rebate for the current year in a timely manner and upon receipt of it forward the other party his pro rata share.

COSTS:

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

PLANNING ACT COMPLIANCE:

This Agreement shall be effective only if the provisions of Section 50 of the Planning Act, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the Planning Act, R.S.O. 1990, C.P. 13 as amended.

UREA FOAM FORMALDEHYDE INSULATION:

The Vendor represents and warrants to the Purchaser that to the best of his/her/their/its knowledge and belief the buildings on the Real Property have not been, and will not be at the date of completion, insulated with urea formaldehyde foam insulation. This warranty shall survive the completion of this transaction.

SPOUSAL CONSENT:

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the Family Law Act, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the Family Law Act, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

RESIDENCY OF VENDOR:

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the Income Tax Act of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the Income Tax Act of Canada by reason of the sale.

FACSIMILE OR EMAIL AND ELECTRONIC SIGNATURE:

Either party may execute this document by signing a facsimile thereof or by signing a copy of it then scanning and delivering it by email ("email"). The parties agree that execution by any party of a facsimile or email shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or email of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile or email signature may be accepted as having the same effect as an original signature.

A signature placed electronically on an electronic copy of this document and any closing document may be accepted as having the same effect as an original signature so long as the signature is integrated into the document.

COUNTERPART:

This agreement may but need not be executed in counterpart.

TIME OF ESSENCE:

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

HST:

If this transaction is subject to Harmonized sales Tax (H.S.T.) pursuant to the Excise Tax Act (Canada) as amended (the "Act") then such H.S.T. shall be in addition to and not included in the purchase price, and:

- (a) H.S.T. shall be collected and remitted by the Vendor in accordance with applicable legislation; or,
- (b) if applicable, the parties shall jointly execute an election pursuant to S. 167(3) of the Act, such election to be filed by the Purchaser as required under the Act; or,
- (c) if the Purchaser is registered under the Act the Purchaser shall provide the Vendor and his solicitor with proof of his H.S.T. registration number in a form reasonably satisfactory to the Vendor and his solicitor.

If this transaction is not subject to H.S.T. pursuant to the Act, the Vendor agrees to provide on or before closing to the Purchaser or Purchaser's solicitor a certificate in the form prescribed by the Act, if so prescribed, or otherwise in a form reasonably satisfactory to the Purchaser and his solicitor certifying that the transaction is not subject to H.S.T.

REPRESENTATIONS AND WARRANTIES:

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

TENDER:

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

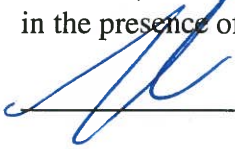
COSTS OF REGISTRATION:

Each party to pay the costs of registration and taxes on his own documents.

GENDER:

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

SIGNED, SEALED AND DELIVERED this 12 day of September, 2017
in the presence of:



Purchaser 
Frank Peter Stap 

The Vendor hereby accepts the above offer.

Dated this _____ day of September, 2017

Vendor _____ 
The City of Temiskaming Shores

Purchaser's Address: **151 Radley Hill Road**

Vendor's Address: **325 Farr Drive, Haileybury**

Phone No. 705-622-2075

Phone No. 705-672-3363

Purchaser's Solicitor:

Vendor's Solicitor:

Michelle Lavigne
Ramsay Law Office Professional Corp.
Box 160, 18 Armstrong St.
New Liskeard ON P0J 1P0
Telephone: 705-647-4010
Fax: 705-647-4341

Michelle Lavigne
Ramsay Law Office Professional Corp.
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New Liskeard ON P0J 1P0
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Fax: 705-647-4341

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2017-115

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$208,435.00 TOWARDS THE COST OF THE FLEET REPLACEMENT - 5 YR

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works, as the case may be"), and authorizing the entering into of a Financing Agreement dated effective as of March 17, 2017 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$208,435.00 dated October 02, 2017 and maturing on October 02, 2022, and payable in quarterly instalments of combined principal and interest on the second day of January, the second day of April, the second day of July, and the second

day of October in each of the years 2018 to 2022, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$208,435.00 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$208,435.00 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$208,435.00, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated October 02, 2017, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.51% per annum and mature during a period of 5 years from the date thereof payable quarterly in arrears as described in this section. The Debentures shall be paid in full by October 02, 2022 and be payable in equal quarterly instalments of combined principal and interest on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2022, both inclusive, save and except for the

last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"**Prime Rate**" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be

recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.

15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.

21. This By-law takes effect on the day of passing.

By-law read a first and second time this 19th day of September, 2017

By-law read a third time and finally passed this 19th day of September, 2017

Carmen Kidd
Mayor

David B. Treen
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2017-115

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2017-030	Fleet Replacement - 5 yr	\$223,000.00	\$0.00	208,435.00	5 years

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "B" to By-law Number 2017-115

No. 2017-115

\$208,435.00

C A N A D A
Province of Ontario

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED INTEREST RATE 2.51% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 02, 2022), the principal amount of

TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS

----- (\$208,435.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2022, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-115 of the Municipality duly passed on the 19th day of September, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: October 02, 2017

Carmen Kidd, Mayor

(Seal)_____

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$208,435.00 dated October 02, 2017 and maturing on October 02, 2022 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2022, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 02, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on January 02, 2018 and ending on October 02, 2022, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Schedule "C" to By-law Number 2017-115

LOAN AMORTIZATION SCHEDULE

Loan.....: 1817
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 208,435.00
 Rate.....: 02.5100
 Term.....: 60
 Paid.....: Quarterly
 Matures...: 10/02/2022

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/02/2018	11,740.43	10,421.75	1,318.68	198,013.25
2	04/02/2018	11,647.26	10,421.75	1,225.51	187,591.50
3	07/02/2018	11,595.66	10,421.75	1,173.91	177,169.75
4	10/02/2018	11,542.63	10,421.75	1,120.88	166,748.00
5	01/02/2019	11,476.69	10,421.75	1,054.94	156,326.25
6	04/02/2019	11,389.26	10,421.75	967.51	145,904.50
7	07/02/2019	11,334.79	10,421.75	913.04	135,482.75
8	10/02/2019	11,278.89	10,421.75	857.14	125,061.00
9	01/02/2020	11,212.96	10,421.75	791.21	114,639.25
10	04/02/2020	11,139.14	10,421.75	717.39	104,217.50
11	07/02/2020	11,073.92	10,421.75	652.17	93,795.75
12	10/02/2020	11,015.16	10,421.75	593.41	83,374.00
13	01/02/2021	10,949.22	10,421.75	527.47	72,952.25
14	04/02/2021	10,873.25	10,421.75	451.50	62,530.50
15	07/02/2021	10,813.05	10,421.75	391.30	52,108.75
16	10/02/2021	10,751.42	10,421.75	329.67	41,687.00
17	01/02/2022	10,685.49	10,421.75	263.74	31,265.25
18	04/02/2022	10,615.25	10,421.75	193.50	20,843.50
19	07/02/2022	10,552.18	10,421.75	130.43	10,421.75
20	10/02/2022	10,487.68	10,421.75	65.93	0.00
		222,174.33	208,435.00	13,739.33	

No. 2017-115

\$208,435.00

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.51% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 02, 2022), the principal amount of

TWO HUNDRED EIGHT THOUSAND FOUR HUNDRED THIRTY-FIVE DOLLARS

----- (\$208,435.00) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2022, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.51% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-115 of the Municipality duly passed on the 19th day of September, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: October 02, 2017

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$208,435.00 dated October 02, 2017 and maturing on October 02, 2022 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2022, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 02, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on January 02, 2018 and ending on October 02, 2022, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

Loan.....: 1817
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 208,435.00
 Rate.....: 02.5100
 Term.....: 60
 Paid.....: Quarterly
 Matures...: 10/02/2022

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/02/2018	11,740.43	10,421.75	1,318.68	198,013.25
2	04/02/2018	11,647.26	10,421.75	1,225.51	187,591.50
3	07/02/2018	11,595.66	10,421.75	1,173.91	177,169.75
4	10/02/2018	11,542.63	10,421.75	1,120.88	166,748.00
5	01/02/2019	11,476.69	10,421.75	1,054.94	156,326.25
6	04/02/2019	11,389.26	10,421.75	967.51	145,904.50
7	07/02/2019	11,334.79	10,421.75	913.04	135,482.75
8	10/02/2019	11,278.89	10,421.75	857.14	125,061.00
9	01/02/2020	11,212.96	10,421.75	791.21	114,639.25
10	04/02/2020	11,139.14	10,421.75	717.39	104,217.50
11	07/02/2020	11,073.92	10,421.75	652.17	93,795.75
12	10/02/2020	11,015.16	10,421.75	593.41	83,374.00
13	01/02/2021	10,949.22	10,421.75	527.47	72,952.25
14	04/02/2021	10,873.25	10,421.75	451.50	62,530.50
15	07/02/2021	10,813.05	10,421.75	391.30	52,108.75
16	10/02/2021	10,751.42	10,421.75	329.67	41,687.00
17	01/02/2022	10,685.49	10,421.75	263.74	31,265.25
18	04/02/2022	10,615.25	10,421.75	193.50	20,843.50
19	07/02/2022	10,552.18	10,421.75	130.43	10,421.75
20	10/02/2022	10,487.68	10,421.75	65.93	0.00
		222,174.33	208,435.00	13,739.33	

CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 5 year, 2.51 % serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$208,435.00 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2017-115 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the September 19, 2017 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.
4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$208,435.00 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

[AFFIX SEAL]

David B. Treen, Clerk

DEBENTURE TREASURER'S CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 5 year, 2.51% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$208,435.00, authorized by Debenture By-law Number 2017-115 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2017-116

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$541,805.96 TOWARDS THE COST OF THE FLEET REPLACEMENT - 10 YR

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works, as the case may be"), and authorizing the entering into of a Financing Agreement dated effective as of March 17, 2017 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the amount or respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s), each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$541,805.96 dated October 02, 2017 and maturing on October 02, 2027, and payable in quarterly instalments of combined principal and interest on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$541,805.96 and the issue of serial debentures therefor to be repaid in quarterly instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$541,805.96 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$541,805.96, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated **October 02, 2017**, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The Debentures shall bear interest at the rate of 2.95% per annum and mature during a period of 10 years from the date thereof payable -quarterly in arrears as described in this section. The Debentures shall be paid in full by October 02, 2027 and be payable in equal quarterly instalments of combined principal and interest on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive, save and except for the last instalment which may vary slightly from the preceding equal instalments, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

8. In each year in which a payment of quarterly instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the

Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.

16. Reasonable fees in respect of the Debentures, in the normal course of business, other than reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.
20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 18th day of September, 2017

By-law read a third time and finally passed this 18th day of September, 2017

Carmen Kidd
Mayor

David B. Treen
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2017-116

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2017-030	Fleet Replacement - 10 yr	\$550,000.00	\$0.00	541,805.96	10 years

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "B" to By-law Number 2017-116

No. 2017-116

\$541,805.96

C A N A D A
Province of Ontario

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

FULLY REGISTERED INTEREST RATE 2.95% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 02, 2027), the principal amount of

FIVE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED FIVE DOLLARS AND NINETY-SIX CENTS

----- (\$541,805.96) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.95% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that

the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-116 of the Municipality duly passed on the 18th day of September, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: October 02, 2017

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$541,805.96 dated October 02, 2017 and maturing on October 02, 2027 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 02, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on January 02, 2018 and ending on October 02, 2027, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
Schedule "C" to By-law Number 2017-116

LOAN AMORTIZATION SCHEDULE

Loan.....: 1818
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 541,805.96
 Rate.....: 02.9500
 Term.....: 120
 Paid.....: Quarterly
 Matures...: 10/02/2027

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/02/2018	17,573.81	13,545.15	4,028.66	528,260.81
2	04/02/2018	17,387.70	13,545.15	3,842.55	514,715.66
3	07/02/2018	17,330.78	13,545.15	3,785.63	501,170.51
4	10/02/2018	17,271.66	13,545.15	3,726.51	487,625.36
5	01/02/2019	17,170.95	13,545.15	3,625.80	474,080.21
6	04/02/2019	16,993.60	13,545.15	3,448.45	460,535.06
7	07/02/2019	16,932.29	13,545.15	3,387.14	446,989.91
8	10/02/2019	16,868.80	13,545.15	3,323.65	433,444.76
9	01/02/2020	16,768.08	13,545.15	3,222.93	419,899.61
10	04/02/2020	16,633.43	13,545.15	3,088.28	406,354.46
11	07/02/2020	16,533.80	13,545.15	2,988.65	392,809.31
12	10/02/2020	16,465.93	13,545.15	2,920.78	379,264.16
13	01/02/2021	16,365.21	13,545.15	2,820.06	365,719.01
14	04/02/2021	16,205.38	13,545.15	2,660.23	352,173.86
15	07/02/2021	16,135.32	13,545.15	2,590.17	338,628.71
16	10/02/2021	16,063.06	13,545.15	2,517.91	325,083.56
17	01/02/2022	15,962.35	13,545.15	2,417.20	311,538.41
18	04/02/2022	15,811.27	13,545.15	2,266.12	297,993.26
19	07/02/2022	15,736.83	13,545.15	2,191.68	284,448.11
20	10/02/2022	15,660.20	13,545.15	2,115.05	270,902.96
21	01/02/2023	15,559.48	13,545.15	2,014.33	257,357.81
22	04/02/2023	15,417.16	13,545.15	1,872.01	243,812.66
23	07/02/2023	15,338.34	13,545.15	1,793.19	230,267.51
24	10/02/2023	15,257.33	13,545.15	1,712.18	216,722.36
25	01/02/2024	15,156.61	13,545.15	1,611.46	203,177.21
26	04/02/2024	15,039.48	13,545.15	1,494.33	189,632.06
27	07/02/2024	14,939.85	13,545.15	1,394.70	176,086.91
28	10/02/2024	14,854.46	13,545.15	1,309.31	162,541.76
29	01/02/2025	14,753.75	13,545.15	1,208.60	148,996.61
30	04/02/2025	14,628.95	13,545.15	1,083.80	135,451.46
31	07/02/2025	14,541.37	13,545.15	996.22	121,906.31
32	10/02/2025	14,451.60	13,545.15	906.45	108,361.16
33	01/02/2026	14,350.88	13,545.15	805.73	94,816.01

34	04/02/2026	14,234.84	13,545.15	689.69	81,270.86
35	07/02/2026	14,142.88	13,545.15	597.73	67,725.71
36	10/02/2026	14,048.73	13,545.15	503.58	54,180.56
37	01/02/2027	13,948.02	13,545.15	402.87	40,635.41
38	04/02/2027	13,840.73	13,545.15	295.58	27,090.26
39	07/02/2027	13,744.39	13,545.15	199.24	13,545.11
40	10/02/2027	13,645.83	13,545.11	100.72	0.00
		-----	-----		
		623,765.13	541,805.96	81,959.17	

No. 2017-116

\$541,805.96

C A N A D A
Province of Ontario
The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.95% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (October 02, 2027), the principal amount of

FIVE HUNDRED FORTY-ONE THOUSAND EIGHT HUNDRED FIVE DOLLARS AND
NINETY-SIX CENTS

----- (\$541,805.96) -----

by quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in quarterly payments from the closing date, or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.95% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule. Interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2017-116 of the Municipality duly passed on the 18th day of September, 2017 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: October 02, 2017

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$541,805.96 dated October 02, 2017 and maturing on October 02, 2027 in quarterly instalments of combined equal principal and diminishing interest amounts on the second day of January, the second day of April, the second day of July, and the second day of October in each of the years 2018 to 2027, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

October 02, 2017

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of quarterly instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on January 02, 2018 and ending on October 02, 2027, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular quarterly interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs

as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto

Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) **“Prime Rate”** means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the **“Reference Banks”**) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the **“Prime Rate”** shall be the arithmetic mean of the rates quoted by the remaining Reference Banks.

Loan.....: 1818
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 541,805.96
 Rate.....: 02.9500
 Term.....: 120
 Paid.....: Quarterly
 Matures...: 10/02/2027

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	01/02/2018	17,573.81	13,545.15	4,028.66	528,260.81
2	04/02/2018	17,387.70	13,545.15	3,842.55	514,715.66
3	07/02/2018	17,330.78	13,545.15	3,785.63	501,170.51
4	10/02/2018	17,271.66	13,545.15	3,726.51	487,625.36
5	01/02/2019	17,170.95	13,545.15	3,625.80	474,080.21
6	04/02/2019	16,993.60	13,545.15	3,448.45	460,535.06
7	07/02/2019	16,932.29	13,545.15	3,387.14	446,989.91
8	10/02/2019	16,868.80	13,545.15	3,323.65	433,444.76
9	01/02/2020	16,768.08	13,545.15	3,222.93	419,899.61
10	04/02/2020	16,633.43	13,545.15	3,088.28	406,354.46
11	07/02/2020	16,533.80	13,545.15	2,988.65	392,809.31
12	10/02/2020	16,465.93	13,545.15	2,920.78	379,264.16
13	01/02/2021	16,365.21	13,545.15	2,820.06	365,719.01
14	04/02/2021	16,205.38	13,545.15	2,660.23	352,173.86
15	07/02/2021	16,135.32	13,545.15	2,590.17	338,628.71
16	10/02/2021	16,063.06	13,545.15	2,517.91	325,083.56
17	01/02/2022	15,962.35	13,545.15	2,417.20	311,538.41
18	04/02/2022	15,811.27	13,545.15	2,266.12	297,993.26
19	07/02/2022	15,736.83	13,545.15	2,191.68	284,448.11
20	10/02/2022	15,660.20	13,545.15	2,115.05	270,902.96
21	01/02/2023	15,559.48	13,545.15	2,014.33	257,357.81
22	04/02/2023	15,417.16	13,545.15	1,872.01	243,812.66
23	07/02/2023	15,338.34	13,545.15	1,793.19	230,267.51
24	10/02/2023	15,257.33	13,545.15	1,712.18	216,722.36
25	01/02/2024	15,156.61	13,545.15	1,611.46	203,177.21
26	04/02/2024	15,039.48	13,545.15	1,494.33	189,632.06
27	07/02/2024	14,939.85	13,545.15	1,394.70	176,086.91
28	10/02/2024	14,854.46	13,545.15	1,309.31	162,541.76
29	01/02/2025	14,753.75	13,545.15	1,208.60	148,996.61
30	04/02/2025	14,628.95	13,545.15	1,083.80	135,451.46
31	07/02/2025	14,541.37	13,545.15	996.22	121,906.31
32	10/02/2025	14,451.60	13,545.15	906.45	108,361.16
33	01/02/2026	14,350.88	13,545.15	805.73	94,816.01
34	04/02/2026	14,234.84	13,545.15	689.69	81,270.86
35	07/02/2026	14,142.88	13,545.15	597.73	67,725.71
36	10/02/2026	14,048.73	13,545.15	503.58	54,180.56
37	01/02/2027	13,948.02	13,545.15	402.87	40,635.41
38	04/02/2027	13,840.73	13,545.15	295.58	27,090.26
39	07/02/2027	13,744.39	13,545.15	199.24	13,545.11

40 10/02/2027	13,645.83	13,545.11	100.72	0.00
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	623,765.13	541,805.96	81,959.17	

CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year, 2.95 % serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$541,805.96 Debenture Amount for the capital work(s) of the Municipality in Currency, authorized by Debenture By-law Number 2017-116 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the September 18, 2017 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.
2. The authorizing by-law referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting at which a quorum was present. Forthwith after the passage of the Authorizing By-law the same was signed by the Mayor and by the Clerk and sealed with the municipal seal of the Municipality.
3. With respect to the undertaking of the capital works described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law nor have the same been in any way repealed, altered or amended and the Debenture By-law and the Authorizing By-law are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$541,805.96 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

[AFFIX SEAL]

David B. Treen, Clerk

CERTIFICATE OF SIGNATURE AND NO LITIGATION

TO: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year, 2.95% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$541,805.96, authorized by Debenture By-law Number 2017-116 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before October 02, 2017, I as Treasurer, signed the fully registered serial debenture numbered 2017-116 in the principal amount of \$541,805.96 dated October 02, 2017, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before October 02, 2017, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

Laura Lee MacLeod, Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL] David B. Treen, Clerk

DEBENTURE TREASURER'S CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year, 2.95% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$541,805.96, authorized by Debenture By-law Number 2017-116 (the "Debenture By-law")

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work(s) described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2016.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.
5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

DATED at The Corporation of The City of Temiskaming Shores as at the 2nd day of October, 2017.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores
By-law No. 2017-117

**Being a by-law to amend By-law No. 2013-054, as
amended being a by-law to enter into an Agreement with
AMEC Environmental and Infrastructure for the
Groundwater Monitoring at the Haileybury and New
Liskeard Landfill Sites – 2 Year Extension**

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 Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2013-054 on April 16th, 2013 being a by-law to enter into an agreement with AMEC Environmental and Infrastructure for Groundwater Monitoring at the Haileybury and New Liskeard Landfill Sites;

And whereas Council considered Administrative Report No. PW-033-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2013-054 to extend the contract for an additional two years for consideration at the September 19, 2017 Regular Council meeting.

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

1. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting Article 2.0 Contract Period and replacing it with the following:

2.0 Contract Period

The Parties agree that the obligations of the Parties under this Agreement shall begin on the **1st day of May, 2013** and shall extend through to the **31st day of June 2020**.

2. That Schedule "A" to By-law No. 2013-054, as amended be further amended by deleting paragraph two and the associated table and replacing it with the following:

The City shall pay to the Consultant on a monthly basis based on invoices submitted by the Consultant plus HST for services rendered to annual upset limit set out in the following table:

Landfill Report	Hlby Landfill	NL Landfill	Upset Limit
2018 Monitoring Report	\$ 12,090.00	\$ 49,665.00	\$ 61,755.00
2019 Monitoring Report	\$ 12,090.00	\$ 49,665.00	\$ 61,755.00
Totals:	\$ 24,180.00	\$ 99,330.00	\$ 123,510.00

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-118

**Being a by-law to enter into a Lease Agreement with Martin
and Kerry Rivard for the provision of Concession Services at
the Don Shepherdson Memorial Arena**

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 RS-009-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Martin and Kerry Rivard for the operation of the Don Shepherdson Memorial Arena Concession from October 1, 2017 to April 30, 2018 for consideration at the September 19, 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 Martin and Kerry Rivard for the Operation of the Don Shepherdson Memorial Arena Concession for the period covering October 1, 2017 to April 30, 2018, 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 19th day of September, 2017

Mayor – Carman Kidd

Clerk – David B. Treen

This lease made this 19th day of September, 2017.

between:

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

and:

Martin and Kerry Rivard
(hereinafter called the "Tenant")

Whereas the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

1. Leased premises

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Concession containing a rentable area located at the Don Shepherdson Memorial Arena in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Term

To hold the premises for a term commencing on October 1, 2017 to April 30, 2018.

3. Rent

The Tenant shall pay the Landlord Two Hundred and twenty-five Dollars (\$225) plus applicable taxes per month payable on the first day of each month from October 1, 2017 to April 30, 2018;

4. Tenants Covenants

- a) **Rent** – to pay rent;
- b) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- c) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

- d) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- e) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the Landlord forthwith on demand;
- f) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- g) **Entry by Landlord** - to permit the Landlord or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the Landlord shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;
- h) **Indemnity** - to indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time

understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- j) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of a Concession Stand.

5. Landlord's covenants

The Landlord covenants with the Tenant;

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

6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;
- c) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;

- d) Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re-enter and take possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights

may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;

- i) **Right of termination by the Landlord** - The lease may be terminated for any valid operational reason;
- j) **Right of termination by the Tenant** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Landlord is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Landlord shall immediately deliver up possession of the Premises to the Tenant, and the Tenant may re-enter and take possession of the premises;
- k) **Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 1st day of June prior to the commencement of the renewal term;
- l) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubyc, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

7. Headings

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

8. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in)
the presence of)

Martin and Kerry Rivard

Martin Rivard

Kerry Rivard

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-119

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 161 Nixon Crescent – Roll Nos. 54-18-010-007-371.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 45 and 46, Plan M253T, Parcel 23371SST;

And whereas Council considered Memo No. 009-2017-CGP at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lot 45 and Lot 46 on Plan M-253 T to no longer be Lots on a Plan of Subdivision for consideration at the September 19, 2017 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 23371 SST, Plan M253T, Lot 45;
 - b) Parcel 23371 SST, Plan M253T, Lot 46;
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the

person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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.

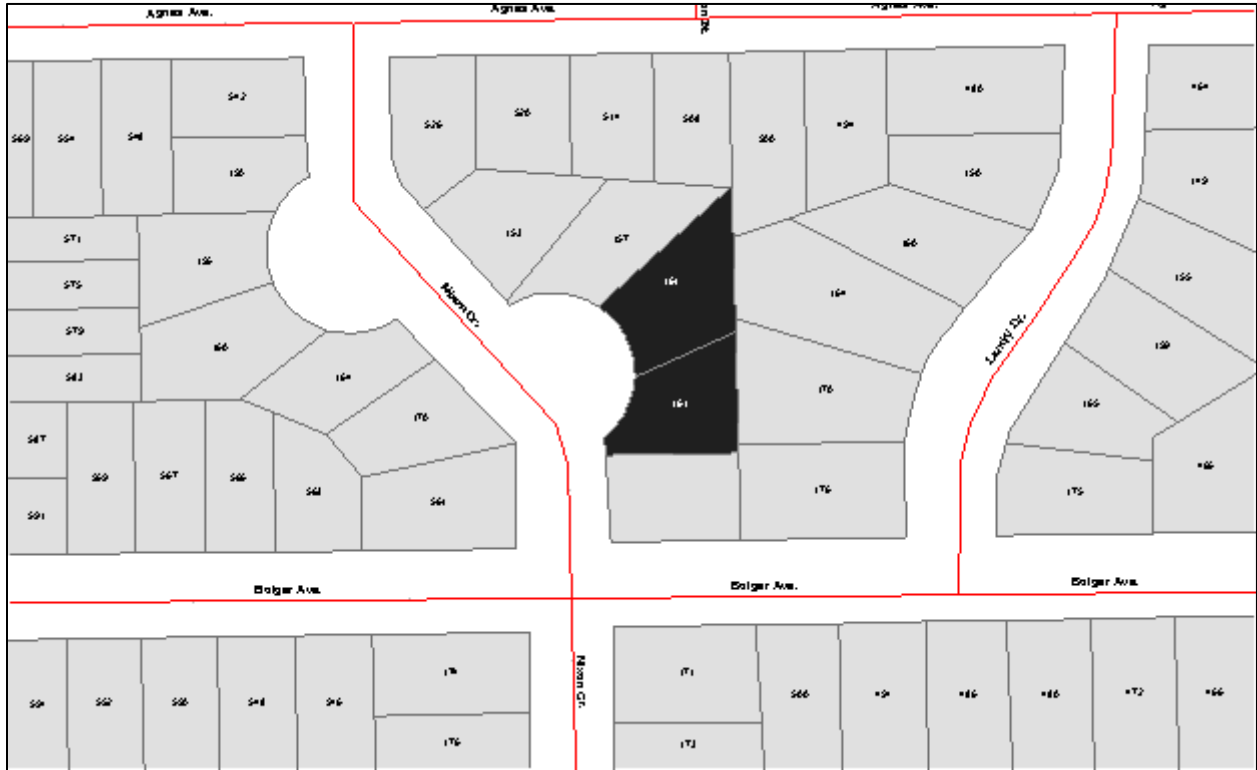
Read a first, second and third time and finally passed this 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



161 Nixon Crescent

The Corporation of the City of Temiskaming Shores

By-law No. 2017-120

Being a by-law to enter into an Agreement with Dibrina Sure Benefits Consulting Inc. for the Administration of Services provided by Great West Life Assurance Company (City of Temiskaming Shores – Employee Group Benefits)

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 Confidential Administrative Report No. CS-022-2015 at the September 5, 2017 Regular Council meeting and directed staff to renew the Great West Life Employee Benefit Plan administered through Dibrina Sure Benefits Consulting Inc. with premiums of \$278,472 for 2017-2018;

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

1. That Council agrees to enter into an Administrative Services Only (ASO) Plan with premiums of \$278,472 for 2017-2018 in addition to the costs paid by the City for medical events and health benefits with Great West Life Assurance Company for the period covering September 1, 2017 to August 31, 2018 as administered by Dibrina Sure Benefits Consulting Inc.

Read a first, second and third time and finally passed this 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2017-121

**Being a by-law to authorize the Sale of Land to Pedersen
Materials Ltd being Part 2 on Plan 54R-5247, 8.7 Acres
on Grant Drive**

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

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

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

And whereas By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

And whereas Council considered Administrative Report No. CS-035-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with Pedersen Materials Ltd. as the purchaser and the City of Temiskaming Shores as the vendor for Part 2 on Plan 54R-5247 for consideration at the September 19, 2017 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between Pedersen Materials Ltd. as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: PIN 613360576; Part 2 on Plan 54R-5247, Temiskaming Shores in the District of Timiskaming in the amount of \$240,000 plus applicable taxes and other such considerations outlined in the said agreement;
4. That Council affirms the City Manager's authorization to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and that the

Mayor and Clerk be hereby authorized and directed to execute any and all other documentation necessary to complete the sale of land transaction.

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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" Offer to Purchase

Pedersen Materials Ltd.,
(as "Purchaser"), having inspected the property, hereby agree to and with

The Corporation of the City of Temiskaming Shores,
(as "Vendor") to purchase the property being:

8.7 Acres on Grant Drive
PT N 1/2 LT 9 CON 3 Dymond PT 2 Plan 54R-5247;
Temiskaming Shores; District of Timiskaming

(herein called the "Real Property") at the price of \$240,000 payable 5% to the Vendor as a deposit to be held in trust pending completion or other termination of this Agreement and to be credited on account of the purchase price on closing and agree to pay the balance of the purchase price by certified cheque, subject to adjustments, on the closing date hereinafter set forth.

Release of Information

Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.

Deficiency Notices and Work Orders

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

Adoption of LSUC – OBA Document Registration Agreement

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

Acceptance

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 30th day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void and the deposit returned to the Purchaser without interest or deduction.

Title

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real

Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

Requisitions

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

Surveys and Documents

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

Closing

This Agreement shall be completed on or before October 31st, 2017 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.

Inspection of Property

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The

Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

Adjustments

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

Costs

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Vendor in a form acceptable to the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

Planning Act Compliance

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Vendor agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

Spousal Consent

The Vendor represents and warrants that no consent to this transaction is required pursuant to s.21(1) of the *Family Law Act*, R.S.O. 1990, C.F. 3 unless the Vendor's spouse has executed this agreement to consent thereto, and that the Transfer/Deed shall contain a statement by the Vendor as required by section 21(3) of the *Family Law Act*, R.S.O. 1990, C.F. 13 or the spouse of the Vendor shall execute the Transfer/Deed to consent thereto.

Residency of Vendor

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

Facsimile

Either party may execute this document by signing a facsimile thereof. The parties agree that execution by any party of a facsimile shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile signature may be accepted as having the same effect as an original signature.

Counterpart

This agreement may but need not be executed in counterpart.

Time of Essence

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

G.S.T./H.S.T.

This transaction is subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act, 2009*, S.O. 2009, C.34, and such G.S.T./H.S.T. is in addition to and not included in the purchase price.

The Purchaser is registered under the Act and shall provide the Vendor and his solicitor with proof of his G.S.T./H.S.T. registration and an indemnity in a form reasonably satisfactory to the Vendor and its solicitor.

Representations and Warranties

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

Tender

Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.

Costs of Registration

The Purchaser and the Vendor are required to pay their independent costs of registration and taxes for registration of documents.

Gender

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

Remainder of this page left blank intentionally

Signed, Sealed and Delivered this 19th, day of September, 2017.

in the presence of:

Purchaser: ***Pedersen Materials Ltd.***

Per: _____
President – Karl Pedersen

Per: _____
Vice-President – Terry Pedersen

Purchaser's Address:
Pedersen Materials Ltd.
177246 Bedard Rd.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0
Attn.: Karl Pedersen
Phone: 705-647-6223
Fax: 705-647-8851

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this 19th day of September, 2017.

Vendor: ***The Corporation of the City of Temiskaming Shores***

Mayor - Carman Kidd

Clerk - David B. Treen

We have authority to bind the Corporation.

Vendor's Address:
City of Temiskaming Shores
P.O. Box 2050 / 325 Farr Drive
Haileybury, Ontario
P0J 1K0
Attn.: David B. Treen, Clerk
Phone: 705-672-3363
Fax: 705-672-3200

Purchaser's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Kathryn Pirie

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

Vendor's Solicitor:

KEMP PIRIE
P.O. Box 1540
22 Armstrong Street
New Liskeard, ON P0J 1P0
Attn: Paul Crombeen

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

The Corporation of the City of Temiskaming Shores

By-law No. 2017-122

Being a by-law to enter into an agreement with Rivard Bros. Ltd. for the repair of the Parapet Wall on the Temiskaming Shores Public Library – New Liskeard Branch

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-032-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Rivard Bros. Ltd. for the repair of the Parapet Wall at the Temiskaming Shores Public Library – New Liskeard Branch at an upset limit of \$188,897.50 plus applicable taxes for consideration at the September 19, 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 Rivard Bros. Ltd. for the repair of the Parapet Wall at the Temiskaming Shores Public Library – New Liskeard Branch at an upset limit of \$166,897.50 plus applicable 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2017-122

Agreement between

The Corporation of the City of Temiskaming Shores

and

Rivard Bros. Ltd.

for the repair of the Parapet Wall at the Temiskaming
Shores Public Library – New Liskeard Branch

This agreement made in duplicate this 19th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and:

Rivard Bros Ltd.

(hereinafter called "the Contractor")

Witnesseth:

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

Article I

The Supplier will:

- a) Do and fulfill everything indicated by this Agreement and in the Contract Documents, attached hereto as Appendix 01 – Form of Agreement, forming part of this agreement;
- b) Complete, as certified by the Director, all the work by **March 31, 2017.**

Article II

The Owner will:

- a) Pay the Contractor in lawful money of Canada for upgrading of shingles on the south side of Riverside Place in the amount of **One Hundred and Eighty-Eight Thousand, Eight Hundred and Ninety-Seven Dollars and Fifty Cents (\$188,897.50) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon the Director's certification 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 Supplier:

The Owner:

Rivard Bros. Ltd.
P.O. Box 1551
46 Lakeshore Road
New Liskeard, Ontario
P0J 1P0

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

Attn.: Patrick Rivard

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Rivard Bros. Ltd.

Contractor's Seal)
(if applicable))

Owner – Patrick Rivard

Witness
Name: _____

**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. 2017-122

Form of Agreement

FORM OF TENDER SECTION 00 41 13

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
LIBRARY PARPAET WALL REPAIRS
PROJECT NO. NWL-01701029**

TENDER BY Rivard Bros. Ltd

ADDRESS 248 Shepherdson Rd, New Liskeard
ON, P0J 1P0 TEL/FAX NO. (705) 647-5613

PERSON SIGNING Sylvain Rivard

A COMPANY DULY INCORPORATED UNDER THE LAWS OF Ontario

AND HAVING ITS HEAD OFFICE AT 248 Shepherdson Rd, New Liskeard

HEREINAFTER CALLED "THE TENDERER".

NOTE: The Tenderer's name and residence must be inserted above and in the case of a firm, the name and residence of each and every member of the firm must be inserted.

TO: The Corporation of the City of Temiskaming Shores. (OWNER)
325 Farr Dr, P.O. Box 2050
Haileybury, Ontario
P0J 1K0

I/WE, Rivard Bros. Ltd.

having carefully examined the locality of the proposed work, and having read, understood and accepted the Provisions, Plans, Specifications and Conditions, Form of Agreement and Addendum/Addenda No. __ to __ inclusive, attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction, all material to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions attached hereto, for the sum of:

One hundred Sixty six thousand eight hundred ninety seven
.50 /100 (\$ 166 897.50), or such other sum as may be
ascertained in accordance with the Contract. The aforesaid sum is derived from the Schedule of Items and Prices following.

*The Tenderer shall insert here the number of Addenda received during the tendering period and taken into account in preparing this tender.

Attached to this Tender is a certified cheque, or other form of security, in the amount specified in the "Information for Tenderers", made payable to the Corporation of the City of Temiskaming Shores, the proceeds of which, upon acceptance of this Tender, shall constitute a deposit which shall be forfeited to the Owner if I/WE fail to file with the Owner the executed Form of Agreement for the performance of the work within ten (10) calendar days from the date of notification of the acceptance of this tender by the Owner.

I/WE hereby agree that notification of acceptance of this Tender shall be in writing, and may be sent by prepaid post or by fax, and if sent by prepaid post, acceptance shall be deemed to have been made on the date of the mailing of such notification.

The commencement date for work under this Contract shall be ~~fourteen (14) calendar days after receipt of Engineer's written order to commence work, and to complete the work on or before~~ Spring 2018 ~~Summer 2018~~ as set out in the Special Provisions, Liquidated Damages.

The Tenderer agrees that this Tender is subject to a formal contract being prepared and executed.

The Tenderer declares that no person, firm or corporation, other than the Tenderer, has any interest in this Tender or in the proposed contract for which the tender is being made.

The Tenderer declares that this Tender is made without any connection, comparison of figures, or arrangements with or knowledge of, any other person, firm or corporation making a tender for the same work.

The "Agreement to Bond" of the Intact Insurance, a company lawfully doing business in the Province of Ontario, to furnish a Contract Bond in the form bound herein and appended hereto, in an amount equal to 100% of the Contract Price; or a letter agreeing to supply a certified cheque (or cash), if this Tender is accepted, is enclosed herewith.

SCHEDULE OF ITEMS AND PRICES

Item No.	Spec. No.	Item	Tender Quantity	Unit	Unit Price	Amount
1		Mobilization and Demobilization	1	L.S.		\$ 1500,00
2		Public Protection System	1	L.S.		\$12 600,00
3		Removal of Existing Numbered Limestone Masonry within Parapet Wall (See Drawing)	1	L.S.		\$31,200,00
4	04 03 43	Clean and Restore Existing Numbered Limestone Masonry	1	L.S.		\$36,400,00
5		Installation of Existing Numbered Limestone Masonry	1	L.S.		\$56,600,00
6		Remove, Restore, and Reinstall Wood Frame Windows	1	L.S.		\$4750,00
7	07 62 00	Metal Flashings (New and Restoration)	1	L.S.		\$6200,00
8		Remove, Restore, and Reinstall Metal Ornament	1	L.S.		\$4100,00
9		Gable End Wall Framing	1	L.S.		\$4600,00
10		Project Close Out	1	L.S.		\$1000,00
SUBTOTAL.....						\$ 158950,00

'SP' Denotes Special Provisions – Tender Items
 'SPEC NO' Refers to the Canadian Master Specifications (CMS)

SUB-TOTAL:.....	\$ 158950,00
CONTINGENCY (5%):.....	\$ 7947,50
TOTAL (EXCLUDING HST):.....	\$ 166 897,50

PROPOSED SUBCONTRACTORS & PROOF OF ABILITY

STATEMENT "D": Giving the name and address of each proposed subcontractor used in making up this tender and the portion of the work allocated to each.

SUBTRADE	NAME AND ADDRESS OF SUBCONTRACTOR	SCOPE OF WORK
	Norwood Masonry P.O. Box 627 Perth, ON K7H 3K4	Masonry

State the Subcontractor's experience in similar work which he has successfully completed.

YEAR	DESCRIPTION	FOR WHOM WORK PERFORMED	VALUE
2014/2015	Masonry Veneer Restoration project	Smith Falls Town Hall and VIA Rail station	\$1650,000.00
2017	Masonry Veneer restoration localized area	Pembroke Court House	\$150,000.00
2014	Masonry Replacement and Repoint	Battle of the Windmill site Prescott, ON	\$50,000

The Corporation of the City of Temiskaming Shores

By-law No. 2017-123

Being a by-law to authorize the entering into an Agreement with Stock Transportation Ltd. and the Town of Cobalt for a Public Transit System

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 The City of Temiskaming Shores shares a Public Transit System with the Town of Cobalt under the name of Temiskaming Transit Témiskaming (TTT) which is subsidized by the two municipalities on a percentage basis;

And whereas the City of Temiskaming Shores and the Town of Cobalt entered into an agreement with Stock Transportation Ltd., being By-law No. 2013-141 to operate the Public Transit System which expires on December 31, 2017;

And whereas Council considered Administrative Report No. PW-027-2017 at the September 19, 2017 Regular Council meeting and directed staff to prepare the necessary by-law and agreement for Transit Contract Service with Stock Transportation Ltd. at an hourly rate of \$52.47 (2018) with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) per transit bus plus applicable taxes for consideration at the September 19, 2017 Regular Council meeting;

And whereas the Council of The Corporation of the City of Temiskaming Shores deems it necessary to enter into an Agreement with Stock Transportation Ltd. and the Town of Cobalt for the provision of a Public Transit System;

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 Stock Transportation Ltd. and the Town of Cobalt for the provision of a Public Transit System, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.

2. That the said agreement be hereby for the period of January 1, 2018 to December 31, 2022 at a cost of \$52.47/hour for 2018 with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) for each hour of service provided in order to deliver the transit services in accordance with the approved transit routes and schedules plus HST.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2017-123

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Town of Cobalt

and

Stock Transportation Ltd.

For the provision of a Public Transit System

This Indenture made in triplicate this 19th day of September, 2017.

Between:

The Corporation of the City of Temiskaming Shores
Hereinafter referred to as "Temiskaming Shores"

Party of the 1st Part

And:

The Corporation of the Town of Cobalt
Hereinafter referred to as "Cobalt"

Party of the 2nd Part

hereinafter referred to collectively as the "Municipalities"

And:

Stock Transportation Ltd.
Hereinafter referred to as the "Operator"

Party of the 3rd Part

Whereas the Municipalities wish to provide a public passenger bus service (the "**Transit System**") within certain areas and over certain highways situated in the Municipalities.

And whereas the Operator has agreed to operate such a Transit System for the Municipalities.

And whereas the Municipalities and the Operator have agreed to the terms and conditions for the operation of such a Transit System.

And whereas pursuant to By-law No. 2013-140, as amended being a lease agreement for Transit Buses (the "**Leased Buses**") the Municipalities have agreed to lease to the Operator for a period concurrent with the term of this contract the Leased Buses for the purposes of the Transit Services (as hereinafter defined).

Now therefore the Parties hereto in consideration of the premises hereby agree one with the other as follows:

1. Subject to the terms of this Contract, the Municipalities grant to the Operator the right to operate the Leased Buses as well as to operate other buses provided-by the Municipalities to the Operator on a standby basis ("**Standby Buses**") for the conveyance of passengers pursuant to the Transit Services for a term (the "**Term**") of 52 months commencing on the 1st day of January, 2018 and expiring December 31, 2022, unless otherwise extended in writing in accordance with the terms of this Contract. The Leased Buses and Standby Buses are collectively referred to as the "**Buses**".

2. The Operator and Municipalities may enter into negotiations to renew this Contract at any time following nine (9) months prior to the end of the current term of the Contract.
3. Written notice of non-renewal of this Contract may be given by either party not less than 90 days prior to the expiry of the Term, failing which, this Contract shall continue on a month-to-month basis until terminated by either the Municipalities or the Operator upon 90 days prior written notice given by either party. The Municipalities shall not be liable for costs or damages of any kind caused to the Operator by such non-renewal or cancellation. The Operator shall not be liable for costs or damages of any kind caused to the Municipalities by such non-renewal or cancellation.
4. The Operator shall operate the Transit System (the "**Transit Service**") on those routes and timetables established by the Temiskaming Transit Témiskaming (TTT) as may be amended from time to time in accordance with this Contract and, in connection therewith, shall have the following obligations and responsibilities:
 - (a) provide Transit Service daily excluding designated statutory holidays (New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day). Notwithstanding the foregoing, provided the Municipalities give thirty (30) days' notice, the Operator may be required to operate the Transit Service on any of the excluded days, in which case the fee payable to the Operator for the Transit Service provided on such excluded days will be calculated at double the then-applicable hourly rate set out in Section 5(b) of this Contract.
 - (b) adhere to the routes and timetable as contained in the applicable Route Schedule. Timetable compliance limits shall be 0-3 minutes late, 80% of the time. In order to assist the Operator in meeting the compliance limits, the Municipalities shall provide checkpoint times at one or more major points along each route. In the event that the Operator considers that it is not able to meet the timetable compliance limits, for safety reasons or other factors outside of its control, the Operator shall promptly notify the Municipalities in writing identifying the timetable deficiencies and the reasons therefor and the Municipalities shall consult with the Operator regarding such timetable deficiencies. If, in the opinion of the Municipalities, acting reasonably, the Operator would be unable to meet the timetable compliance limits by lawful and commercially reasonable actions, the Municipalities shall implement a Variation pursuant to Section 10 of this Contract to amend the Route Schedule.
 - (c) operate the Buses in accordance with all applicable law, including the provisions of the *Public Transportation and Highway Improvement Act*, *Public Vehicles Act*, the *Accessibility for Ontarians with Disabilities Act*, and regulations thereunder and such by-laws as the Municipalities may pass from time to time.

- (d) enforce the policies of the Municipalities (and the Temiskaming Transit Committee) in effect from time to time regarding time and use restrictions applicable to fare transfers.
- (e) perform regular maintenance on the Leased Buses as per the manufacturer's specifications and repairs on an as-needed basis (except for: (i) any maintenance, repair or replacement of major parts that exceeds \$2,500 per instance per Leased Bus; and (ii) warranty repairs), and maintain a spare parts inventory that, in the opinion of the Operator, is reasonably sufficient to enable and satisfy its maintenance obligations so as to ensure its ability to provide the Transit Service required under the Contract; provided, however, that the Operator shall undertake any maintenance, repair or replacement of major parts that exceeds \$2,500 per instance per Leased Bus, if requested to do so by the Municipalities, subject to the Municipalities providing a Variation Notice to that effect and the parties agreeing upon an appropriate scope of services and full compensation to the Operator in respect thereof. In performing its maintenance obligations, the Operator shall use only top grade fuel and oils, greases and fluids as specified by the vehicle manufacturer's specifications or as recommended by the Municipalities' qualified mechanics. The Operator shall not be responsible for maintenance of Standby Buses, except as expressly provided in this Contract.
- (f) maintain all Leased Buses in accordance with the manufacturer's recommendations for service and keep records to the satisfaction of the Municipalities of all mileage, maintenance and service for each individual vehicle and to provide the Municipalities with confirmation every six months of regular servicing of each such vehicle in accordance with the manufacturer's recommendations.
- (g) keep all Buses clean and sanitary inside and out and maintain adequate heat and light inside such vehicles during operation.
- (h) ensure that each passenger pays a cash fare or has a valid bus pass.
- (i) collect, reconcile and remit to the Municipalities all cash fares stipulated by the Municipalities;
- (j) keep proper operating, maintenance, mileage, accounting and such records as may be reasonably required by the Municipalities from time to time (including in respect of Standby Buses) and provide monthly reports to The Corporation of the City of Temiskaming Shores for distribution to the other participating Municipality by the 10th day of the following month for which the operation and accounting records are provided. In addition, the Operator shall keep such other records as may reasonably be required by the Municipalities, from time to time, including as may be required to enable the Municipalities to comply with the reporting requirements of transit associations, provincial or federal government agencies, or similar bodies. All records associated with the Transit Service shall be open at all times for examination by the Municipalities' representatives or Provincial Auditors upon demand. Certified copies of all said records shall be provided upon request.

- (k) obtain and maintain at all times, with reputable insurers licensed under the *Insurance Act* (Ontario), public liability and property damage insurance in an amount of not less than \$5,000,000 flat coverage per individual claim for loss or damage resulting from bodily injury to or death of any person in any one accident, accident benefit coverage and as such other insurance as is customarily carried by operators of bus services similar to those contemplated in this Contract having such coverages and limits as are required under all applicable law, including the *Insurance Act* (Ontario), the *Public Vehicles Act* (Ontario) and the *Highway Traffic Act* (Ontario) and as may reasonably be required by the Municipalities. The Operator shall ensure that the Municipalities are designated as named insureds in the said policies of insurance and provide certified proof of said policy coverages, and status as "named insureds", forthwith upon signing of this Contract. Each such insurance obtained and maintained by the Operator shall contain an endorsement confirming that the policy will not be cancelled, adversely reduced or adversely materially altered without the insurer giving at least 90 days prior written notice by registered mail to the Municipalities.
- (l) indemnify and save harmless the Municipalities from all demands, claims, actions, law suits, proceedings, and causes of action for injury or damages of any nature, costs, expenses and/or losses of any nature arising in any way, by reason of or connected in any way with the operation and/or maintenance of the Buses by the Operator. This duty to indemnify shall include, but is not limited to, claims resulting from the Operator's breach of its obligations under the Contract, any accident caused by the Operator or its employees or agents involving property damage or personal injury and any negligence and/or willful misconduct by the Operator or any of the Operator's employees and/or agents; provided, however, that the Operator shall have no obligation to indemnify either or both of the Municipalities to the extent any indemnity claim is attributable, directly or indirectly, to any act or omission of the Municipalities or to the Municipalities' breach of their obligations under this Contract.
- (m) co-operate with the Municipalities' representatives in conducting, participating in or responding to passenger counts or other surveys that the Municipalities may see fit to perform.
- (n) obtain and maintain all operating licenses required under all applicable laws and regulations, including without limitation, ensuring that drivers possess a valid class "C" or "B" Driver's License as required under the *Highway Traffic Act* (Ontario).
- (o) provide sufficient Bus drivers familiar with the Buses, routes and schedules to provide the Transit Services safely and efficiently. Operator shall ensure that:
 - (i) Bus drivers shall be alert and well rested at all times while operating the Buses; and
 - (ii) Bus drivers shall be polite and well groomed at all times and shall not smoke while operating the Buses.

- (p) at the Operator's expense, provide a uniform, consisting of a dress shirt and pants approved by the Municipalities, acting reasonably, and ensure that they be worn by the Bus driver while on duty.
- (q) post a notice on all Leased Buses which provides a telephone number listed at the Head Office of the company for receipt of information, requests and complaints. Complaints shall be recorded with particulars as to time, driver, bus number, route and nature of complaint together with complainant's name, address and telephone number and shall be dealt with by the Operator. Such records shall be available for review by the Municipalities.
- (r) discipline any Bus driver or other employee found to be in material breach of the terms and conditions of his Contract or in breach of the law or the subject of valid passenger complaints. The nature of the discipline imposed by the Operator shall be governed by the law of Ontario and shall take into consideration the severity of the problem as determined by the Operator.
- (s) distribute at its place of business to the general public or display on the Buses such printed information or advertising as are deemed necessary by the Municipalities to properly advertise the routes and timetable as well as any legislated posting, costs of printing and advertising to be paid by the Municipalities.
- (t) report all accidents or events involving vehicle collisions, passenger injuries, and property damage of any kind, etc., promptly to the police or other relevant regulatory authorities, the insurance agent or insurer and the Municipalities. A written report must be made by the Bus driver, a copy of which shall be provided to the Municipalities.
- (u) the Branch Manager of Stock Transportation, Haileybury Division or his designate shall be responsible for the Transit Services. Such individual or his designate shall be accessible to the Municipalities during the normal operating hours of the Transit System and he or she shall have authority to make decisions on behalf of the Operator.
- (v) pay all expenses associated with the operation and maintenance of the Leased Buses and the provision of the Transit Services, except as specifically excluded by this Contract. These expenses include, but are not limited to the maintenance of the Leased Buses (subject to Section 4(e) of this Contract), wages to Operator's employees, agents and/or independent contractors (including salaries paid to Operator personnel for reconciliation of bus fares), fringe benefits of all Operator personnel, insurance as provided herein, obligations pursuant to the Workmen's Compensation Act and applicable licensing fees.
- (w) indemnify and save harmless the Municipalities from any and all demands, claims, actions, law suits, proceedings, and/or causes of action for damages, costs, expenses and/or losses of any nature arising in respect of the severance and/or termination, with or without cause, of any employee or other agent or contractor of the Operator for any reason.

5. The Municipalities' responsibilities shall include:
- (a) lease the Leased Buses to the Operator at a yearly lease amount of one dollar (\$1.00) per Leased Bus. On or before the commencement date of the Contract, the said Leased Buses will be delivered to the Operator in sufficient time to allow for inspection of the Leased Buses and, if required, to allow the Municipalities sufficient time to correct any deficiencies revealed by the inspection, at the sole expense of the Municipalities. Any disagreement between the parties shall be resolved pursuant to the Dispute Resolution Procedure set forth in Section 12.
 - (b) paying the Operator for the provision of Transit Services during the Term of this Contract, for each hour of Transit Service provided by the Operator in accordance with the Route Schedule, an hourly rate of (subject to subsection 4(a), above) \$52.47/hour for 2018 calendar year with an annual price increase equivalent to the Statistics Canada Price Index (C.P.I.) Ontario – All items excluding energy (2002 = 100) plus all applicable Harmonized Sales Tax (HST).
 - (c) the City of Temiskaming Shores shall be responsible to pay 86.81% of the cost and the Town of Cobalt shall be responsible to pay 13.19% of the cost.
 - (d) notwithstanding Section 5(c), payment to the Operator will be made by Temiskaming Shores for the full amount due and owing to the Operator, including Cobalt's share, at the rate set forth in Section 5(b) of this Contract, within fifteen (15) days of receiving from the Operator a copy of the preceding month's operating record accompanied by an invoice setting out the fees payable in respect of that month. Cobalt shall reimburse Temiskaming Shores for its respective share. For the purposes of this Section 5(b) "operating record" means a summary of the hours of operation and passenger count.
 - (e) maintaining a sufficient supply of Standby Buses in the event any Leased Bus is out of service on account of breakdown, maintenance, warranty or major parts repair to ensure that the Operator's ability to provide Transit Service as required under the Contract is not adversely affected or impaired. The Municipalities shall be responsible for all maintenance of Standby Buses.
 - (f) undertaking (or causing to be undertaken) in a timely basis, so as not to interfere with or impede the Operator's ability to provide the Transit Services required under this Contract, all major parts repairs or replacements and warranty repairs on the Leased Buses during the term of this Contract and the Operator's sole responsibility in respect thereof will be to notify the Municipalities in a timely fashion of the need for such repairs and replacement. If a failure by the Municipalities to carry out major parts or warranty repairs on a timely basis adversely affects the Operator's ability to comply with any of its obligations under this Contract, the Operator will not be in breach of its

- obligations under this Contract and appropriate relief, including compensation, will be provided to the Operator by the Municipalities.
- (g) decaling of the Buses so as to satisfy all applicable operational and legal requirements including, without limiting the generality of the foregoing, subsection 103(1) of the *Highway Traffic Act* and Section 8 of O. Reg. 587 under the *Highway Traffic Act*; provided that no such decaling shall interfere with or impede Bus driver's visibility or operation of the Buses.
 - (h) developing and administering a monthly and/or seasonal transit pass system. Fare increases will be reviewed and approved by the Municipalities who shall give the public thirty (30) days' notice of any intention to change the fares. The printing and distribution of passes, bus schedules and bus tickets and all associated costs will be the responsibility of the Municipalities, provided the Operator will co-operate to assist at the expense and at the request of the Municipalities.
 - (i) reviewing in consultation with the Operator and approving routes, days, hours and frequency of the Transit Services as well as the number of route operational buses required to perform the Transit Services.
 - (j) approving the location of bus stops in consultation with the Operator and erecting and maintaining shelters at appropriate bus stops designated by the Municipalities.
 - (k) to the extent that the Municipalities have jurisdiction, prohibiting car parking at bus stops.
6. The Municipalities hereby agree that Temiskaming Shores is hereby appointed as the Municipality to which the Operator shall remit all records and monthly invoices for payment.
7. The parties agree that, whereas service to the citizens of the Municipalities is of paramount importance to the Municipalities:
- (a) a duly authorized representative of the Municipalities may inspect the Leased Buses upon providing the Operator with prior notice of not less than 24 hours; and
 - (b) each of them shall use its commercially reasonable efforts to provide a safe, reliable and efficient Transit Service.
8. The Operator will not be in breach of its obligations under this Contract and will be entitled to appropriate compensation to the extent that its failure to perform is caused by events beyond its control, including extreme weather conditions, bus breakdown or inoperability not caused by or resulting from the Operator's failure to comply with its maintenance obligations under the Contract, road conditions, road closures or detours resulting from road or infrastructure maintenance or repair,

- municipal events, weather conditions, or failure by the Municipalities to comply with their obligations under the Contract. Any disagreements between the parties in respect of entitlement to or the amount of compensation shall be resolved in accordance with the Dispute Resolution Procedure.
9. The Operator and the Municipalities may negotiate appropriate relief in order to compensate the Operator for additional costs in performing its obligations under the Contract that result from any changes to all applicable law including the enactment of municipal by-laws that were not reasonably foreseeable at the time of entering into the Contract. Any disagreements between the parties in respect of entitlement to or the amount of compensation shall be resolved in accordance with the Dispute Resolution Procedure
 10. If the Municipalities wish to implement any changes to the routes and timetables contained in the Route Schedule or to other operational obligations of the Operator under the Contract, they shall provide the Operator with a Variation notice specifying the changes to be made, The Operator shall then provide a Variation response within twenty (20) days of receipt of the Variation notice setting forth objections, if any, to the proposed change and specifying the effects of the proposed change and any impact on its costs of performing its obligations under this Contract. If the Operator is unable to comply with the requirements of the proposed change, the Variation notice shall be withdrawn. If the Municipalities proceed with the change, the terms of the Contract and/or the Route Schedule shall be amended to take account of any operational and cost impacts set out in the Operator's Variation response. Any disagreements between the parties in respect of a proposed Variation shall be resolved in accordance with the Dispute Resolution Procedure.
 11. The Municipalities may request the Operator to provide additional special services beyond the scope of the Transit Services that do not interfere with or jeopardize the regular Transit Service, provided that the cost of such special services shall be negotiated in advance of the Operator performing such services, or as the parties may otherwise agree.
 12. In the event of dispute between the Operator and the Municipalities during the term of this Contract, any of the parties hereto may give to the other parties, notice of such dispute. Thereupon the following arbitration provisions shall apply:
 - (a) The Operator and the Municipalities shall jointly choose a single arbitrator, acceptable to all of the parties, to hear and decide the matters in dispute. The decision of the arbitrator shall be final and binding on the parties.
 - (b) If the parties are unable to agree on the choice of a single arbitrator within twenty-one (21) days of the giving of notice of dispute, each of the Operator and the Municipalities (acting jointly) shall appoint an arbitrator and the two arbitrators shall jointly select a third arbitrator and the decision of any two arbitrators shall be final and binding upon the parties.

- (c) if selection of a third arbitrator pursuant to Section 12(b) has not occurred within ten (10) days of the end of the twenty-one (21) day period referred to therein because one party refuses or fails to appoint an arbitrator, then the arbitrator selected by the other party shall be the sole arbitrator.
 - (d) The parties shall do all acts and things as are necessary to enable the arbitrator to make proper findings respecting the matters in dispute and none of the parties shall obstruct the arbitrator from proceeding with the reference or from making his award.
 - (e) Except as otherwise as herein provided, the arbitrator shall be governed by the provisions of The Arbitration Act (Ontario), R.S.O. 1990, c. A-24 and any successor legislation. The determination of the arbitrator shall be in writing and shall be final and binding upon the parties without a right to appeal to a court.
 - (f) The costs of arbitration shall be borne equally by the parties.
 - (g) The Operator shall continue to perform the Transit Services throughout the duration of the arbitration.
13. This Contract shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, including, without limitation, the *Municipal Act, 2001*, the *Public Transportation and Highway Improvement Act*, the *Public Vehicles Act* (Ontario), the *Accessibility for Ontarians Disability Act*, and relevant by-laws passed by the Municipalities from time to time.
14. The Operator shall not be permitted to assign or sub-contract its obligations under this Contract without the prior written consent of the Municipalities, such consents not to be unreasonably withheld.
15. This Contract and all of the terms, covenants, conditions and other provisions of or contained herein and all of the obligations under or pursuant to this Contract shall be binding on and shall enure to the benefit of the parties hereto and their respective successors and permitted assigns. The captions in this Contract form no part of this Contract, and shall be deemed to have been inserted for convenience of reference only.
16. If any term, covenant or condition of this Contract or the application thereof to any Party or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Contract and/or the application of such term, covenant or condition to parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Contract shall be separately valid and enforceable to the fullest extent permitted by law.
17. Any notice, demand or other communication (in this section, a "notice") required or permitted to be given or made hereunder shall be in writing and shall be sufficiently given or made if:

- (a) delivered in person during normal business hours of the recipient on a business day and left with the recipient, for notice delivered to individuals, a receptionist or other responsible employee of the recipient of the applicable address set forth below;
- (b) sent by prepaid first class mail; or
- (c) sent by any electronic means of sending messages, including facsimile transmission, which produces a paper record ("**Transmission**") during normal business hours on a business day;

in the case of a notice to the Municipalities addressed to:

The Corporation of the City of Temiskaming Shores

P.O. Box 2050

Haileybury, Ontario

P0J 1K0

Attention: Municipal Clerk

Fax No.: 706-672-3200

Email: dtreen@temiskamingshores.ca

with a copy to:

The Corporation of the Town of Cobalt

P.O. Box 70

Cobalt, Ontario

P0J 1C0

Attention: CAO/Clerk-Treasurer

Fax No.: 705-679-5050

Email: cobalt@ntl.sympatico.ca

and in the case of a notice to the Operator addressed to it at:

Stock Transportation Ltd.

P.O. Box 368

Haileybury, Ontario

P0J 1K0

Attention: Luc Charlebois, Manager

Fax No.: 705-672-3341

Email: lucc@stocktransportation.com

Each notice sent in accordance with this section shall be deemed to have been received:

- (d) on the day it was delivered;

- (e) on the third business day after it was mailed (excluding each business day during which there existed any general interruption of postal services due to strike, lockout or other cause); or
 - (f) on the same day that it was sent by Transmission or on the first business day thereafter if the day on which it was sent by Transmission was not a business day.
18. Any Party may change its, his or her address or notice by giving notice to the other parties.
19. Time shall be of the essence of this Contract.
20. This Contract and the Bus Lease together constitute the entire and final agreement between the parties hereto with respect to all the matters herein and its execution has not been induced by, neither do any of the parties hereto rely upon nor regard as material any representations or promise whatsoever not incorporated herein and made a part thereof and it shall not be amended, altered or qualified except by memorandum in writing signed by the parties hereto.

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)

Municipal Seal)

City of Temiskaming Shores

Mayor – Carman Kidd

Clerk – David B. Treen

Municipal Seal)

Town of Cobalt

Mayor – Tina Sartoretto

Clerk – Michelle Larose

Municipal Seal)

Stock Transportation

Regional Manager – Troy Phinney

Witness – Signature

Name: _____

Title: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2017-124

**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 19, 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 19, 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 19th day of September, 2017.

Mayor – Carman Kidd

Clerk – David B. Treen