



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, February 6, 2018
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 – January 9, 2018; and
- b) Special meeting of Council – January 23, 2018.

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Lynn Marcella, Healthy Kids Community Project Manager – Healthy Kids Community Committee
Re: Program Update

Draft Motion

Be it resolved that Council acknowledges the presentation from Lynn Marcella in regards to the Healthy Kids Community Project program.

- b) Tanner Graydon, President – Temiskaming Shores & Area Rotary Club
Re: Cheque Presentation - \$10,000 – Splash Pad Project

10. **Communications**

- a) Jenny Gerbasi, Deputy Mayor – City of Winnipeg – FCM President
Re: Welcome Letter – Temiskaming Shores as a member of the FCM-ICLEI Partners for Climate Protection (PCP) program

Reference: Received for Information

- b) Scott R. Butler – Ontario Good Roads Association Policy and Research Branch

Re: Request for Support – Resolution seeking reforms to the Municipal Class Environmental Assessment (MCEA) process

Reference: Received for Information

- c) Pat Vanini, Executive Director – Association of Municipalities Ontario

Re: \$26 Million Main Street Revitalization Fund – Temiskaming Shores allocated \$44,446

Reference: Received for Information

- d) Mary Masse, Clerk – Town of Lakeshore

Re: Request for Support – Allocate infrastructure funding dedicated to Storm Water Management and Drainage Improvements

Reference: Received for Information

- e) Theresa Tasse, Committee Chair – Golden Age Club 45th Anniversary Celebrations

Re: Request – Donation of items to be used as gifts or prizes

Reference: Referred to the Economic Development Officer

- f) Norman R. Koch, President – Temiskaming Federation of Agriculture

Re: Rural 911 signage & noxious weeds

Reference: Referred to the Clerk and the Weed Inspector

- g) Harold Cameron, Earlton-Timiskaming Regional Airport Authority

Re: Meeting Notice – February 15, 2018

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. g) 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 Public Library Board meeting held on December 13, 2017;
- b) Minutes of the Temiskaming Shores Police Services Board meeting held on January 15, 2018;
- c) Minutes of the Temiskaming Municipal Association meeting held on November 30, 2017;
- d) December 2017 Earlton-Timiskaming Regional Airport Activity Report;
- e) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on December 21, 2017;
- f) Minutes of the Temiskaming Municipal Association meeting held on January 25, 2018; and
- g) Minutes of the District of Timiskaming Social Services Administration Board meeting held on November 15, 2017.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Corporate Services meeting held on December 14, 2017; and
- b) Minutes of the Building Maintenance Committee held on January 18, 2018.

13. Reports by Members of Council

a) 2018 ROMA Conference Report to Council – Councillor Whalen

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the 2018 ROMA Conference Report to Council prepared by Councillor Whalen for information purposes.

14. Notice of Motions

15. New Business

a) Support – Resolution for Too Far Too Fast Cannabis

Draft Motion

Whereas the Too Far Too Fast (2f2f) coalition’s primary objective is to make sure proper time and care is taken by the federal government to reduce the health and safety risks and costs of legal marijuana consumption on Canadian families; and

Whereas the current framework under consideration would effectively make a currently illegal narcotic legal and widely available with too much emphasis on commercialization of cannabis in a bid to capture revenue for government treasuries at the expense of pursuing maximum harm reduction of what is fundamentally a dangerous, toxic and addictive product; and

Whereas the Provincial framework to govern the use and sale of recreational cannabis proposes establishing a provincially operated store front and online retail system operated by a subsidiary of the Liquor Control Board of Ontario (LCBO); and

Whereas Bill 174, the *Cannabis Smoke-Free Ontario and Road Safety Statute Law Amendment Act, 2017* indicates that matters of enforcement related to selling, distribution, possession, cultivation and consumption of cannabis would be the responsibility of the police with no clear indication, if any, the role municipal by-law enforcement may have with respect to matters included in Bill 174; and

Whereas no clear guidelines on how to resolve issues in regards to consumption on private property that may be having an impact, due to second hand smoke and the odour of cannabis on neighbouring homes preventing the enjoyment of their backyard.

Now therefore be it resolved that Council for the City of Temiskaming Shores concurs with the Too Far Too Fast coalition and hereby advises the Attorney General, the Minister of Municipal Affairs and Housing, John Vanthof, MPP – Timiskaming that the City of Temiskaming Shores is not a willing host for cannabis retail locations within our community.

b) Administrative Report No. CGP-002-2018 – Timiskaming Community Hub Partnership

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-002-2018;

That Council supports Health Nexus' application to the Ontario Trillium Foundation for funding of the two and a half year "People at the Centre Project"; and

That Council agrees to partner with Health Nexus conditional on successful funding from the Ontario Trillium Foundation to host a staff person in Temiskaming Shores to enable the development of the "People at the Centre Project".

c) Administrative Report No. CGP-003-2018 – Timiskaming Rift Valley Geopark

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-003-2018;

That Council confirms the recommendation of the Corporate Services Committee to decline participation as a founding member of the board for the Temiskaming Rift Valley Geopark Project; and

That Council declines to provide financial support toward the Temiskaming Rift Valley Geopark Project.

d) Memo No. 001-2018-RS – Amendment No. 1 to By-law No. 2015-170 – Healthy Kids Community Challenge

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2018-RS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-170 being an agreement with the Minister of Health and Long Term Care for funding of the Healthy Kids Community Challenge program to extend the program for six (6) months to the end of September 2018 in the amount of \$62,500 for consideration at the February 6, 2018 Regular Council meeting.

e) Administrative Report No. RS-001-2018 – Splash Pad Update

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-001-2018;

That Council supports the preferred site for the Splash Pad to be along the spurline of the New Liskeard waterfront;

That Council approves the selection of a water treatment system for the Splash Pad;

That Council directs staff to submit a funding application to the Ontario Trillium Foundation in the amount of \$150,000 for the project;

That Council approves the in-kind contribution of the municipality for the project to be the connections for water, sewer and power and the preparation of the base for the Splash Pad; and

That Council directs staff to issue a Request for Proposal for the Design/Construction of a Splash Pad.

- f) **Memo No. 005-2018-CS – Request to purchase Municipal Land – Michael Fila (115164 Quarry Road)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-CS; and

That Council authorizes staff to commence the process for disposal of municipal lands in accordance with By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

- g) **Memo No. 006-2018-CS – Land Sale – Parts 1 and 2 on Plan 54R-6021 – to District of Timiskaming Social Services Administrative Board (DTSSAB) (Grant Drive)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 006-2018-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Purchase and Sale Agreement with the District of Timiskaming Social Services Administration Board (DTSSAB) as the Purchaser and the City of Temiskaming Shores as the Vendor of Parts 1 and 2 on Plan 54R-6021 for consideration at the February 6, 2018 Regular Council meeting.

- h) **Memo No. 007-2018-CS – Amendment No. 1 to By-law No. 2017-089 funding for the replacement of Iron Removal Tanks at the New Liskeard Water Treatment Plant under the Clean Water and Wastewater Fund**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 007-2018-CS; and

That Council approves Amendment No. 1 to By-law No. 2017-089 being a by-law for Transfer Payment under the Clean Water and Wastewater Fund for the replacement of the Iron Removal Filters at the McCamus Water Treatment Plant to extend the agreement to March 31, 2020.

i) Memo No. 008-2018-CS – Small Business Enterprise Centre (Enterprise Timiskaming)

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo 008-CS-2018;

That Council approves the divestment of the Small Business Enterprise Centre (Enterprise Timiskaming) and supports the transfer of the program to the South Temiskaming Community Futures Development Corporation effective April 1, 2018; and

That Council approves the assignment of the Summer Company Program (By-law No. 2017-054) and the Starter Company Plus Program (By-law No. 2017-026) agreements to the South Temiskaming Community Future Development Corporation effective April 1, 2018.

j) Administrative Report No. CS-003-2018 – Adoption of New Sign By-law

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-003-2018; and

That Council acknowledges and approves the modifications to the proposed Sign By-law and directs staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 20, 2018 Regular Council meeting.

k) Administrative Report No. CS-004-2018 – Stop up and Close of Fourth Street and Disposition of Fourth Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-004-2018;

That Council directs staff to provide the required notice and prepare the necessary by-law for the stopping up and closing a portion of Fourth Street being Part 1 as illustrated on Appendix 02 – Draft Reference Plan for consideration at the February 20, 2018 Regular Council meeting;

That Council directs staff upon adoption of a by-law to stop up and close to have said by-law registered at the Land Registry Office; and

That Council directs staff to prepare the necessary notice for a public meeting for the proposed disposition of Part 1 as illustrated on Appendix 02 – Draft Reference Plan to be scheduled for the February 20, 2018 Regular Council meeting.

l) Memo No. 002-2018-PPP – Amendment to By-law No. 2012-039 – Schedule “C” Fire Response Fees

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-PPP; and

That Council directs staff to prepare the necessary by-law to amend Schedule “C” of By-law No. 2012-039 to modify Fire Response Fees to read *“Current MTO vehicle/Emergency rates, plus any additional costs to the Fire Department or the City of Temiskaming Shores for each and every call”* for consideration at the February 6, 2018 Regular Council meeting.

m) Memo No. 003-2018-PPP – Release of Request for Proposal for the acquisition of Self Contained Breathing Apparatus (SCBA)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2018-PPP, more specifically Appendix 01 – Request for Proposal and Appendix 02 – General Specifications; and

That Council authorizes the Fire Chief to proceed with the release of the RFP and General Specifications.

n) Administrative Report No. PPP-001-2018 – Volunteer Officer Appointments

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-001-2018; and

That Council hereby appoints Paul Courchesne as Volunteer Deputy District Chief, and Michel Laberge as Volunteer Captain to the Temiskaming Shores

Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

o) Memo No. 002-2018-PW – Data Sharing Agreement with Union Gas

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-PW; and

That Council directs staff to prepare the necessary by-law and agreement with Union Gas Limited for Spatial GIS and Mapping data in electronic format for consideration at the February 6, 2018 Regular Council meeting.

p) Memo No. 003-2018-PW – Public Works Strategic Plan (Draft)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 003-2018-PW; and

That Council acknowledges receipt of the draft for the Public Works Strategic Plan with the objective of providing feedback in preparation of the a final draft to be considered at the February 20, 2018 Regular Council meeting.

q) Memo No. 004-2018-PW – Traffic Impact Study (Hwy 65 & 11) – Release of Request for Proposal

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2018-PW;

That Council directs staff to finalize and release Request for Proposal PW-RFP-005-2018 for Professional Engineering Services to prepare a comprehensive Traffic Impact Study at the recommendation of the Ministry of Transportation in order to move forward with any future development along the Highway 11 or 65E corridor; and

That the cost of the Traffic Impact Study be funded through the Economic Development Reserve Fund.

r) **Memo No. 005-2018-PW – Master Electrician Agreement – Lisand Electrical Services**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 005-2018-PW; and

That Council directs staff to prepare the necessary by-law to enter into a three (3) year Service Agreement with Lisand Electrical Services as a Master Electrician for consideration at the February 6, 2018 Regular Council meeting.

s) **Administrative Report No. PW-001-2018 – Purchase of Blower Attachment from Tenco Inc.**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-001-2018;

That Council approves the purchase a blower attachment, as detailed in Request for Proposal PW-RFP-001-2018, from Tenco Inc. at a cost of \$107,507.00 plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the February 6, 2018, Regular Council meeting.

16. **By-laws**

Draft Motion

Be it resolved that:

By-law No. 2018-008 Being a by-law to enter into an agreement with the **Township of Armstrong** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive

- By-law No. 2018-009 Being a by-law to enter into an agreement with the **Township of Chamberlain** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-010 Being a by-law to enter into an agreement with the **Town of Cobalt** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-011 Being a by-law to enter into an agreement with the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-012 Being a by-law to enter into an agreement with the **Township of Harley** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-013 Being a by-law to enter into an agreement with the **Township of Hudson** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-014 Being a by-law to enter into an agreement with **Phippen Waste Management** for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr Drive
- By-law No. 2018-015 Being a by-law to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format

By-law No. 2018-016 Being a by-law to amend By-law No. 2012-039 (Fee By-law) – Schedule “C” Fire and Protective Services

By-law No. 2018-017 Being a by-law to enter into a Tri-Party Agreement with Axiom Infinity Solar LP and The Canada Life Assurance Company for Performance Security on lands leased for the Solar Generating Facility

By-law No. 2018-018 Being a by-law to enter into a Purchase Agreement with Tenco Inc. for the purchase and delivery of a Two Stage Dual Auger Blower Attachment

By-law No. 2018-019 Being a by-law to enter into a Service Agreement with LISAND Electrical Services for a Master Electrician

By-law No. 2018-020 Being a by-law to authorize the Purchase of Land from Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure (South Half of Gray Road, Part 16 on Plan 54R-6007, Dymond Township)

By-law No. 2018-021 Being a by-law to amend By-law No. 2015-170 (Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care to support Healthy Kids Community Challenge)

By-law No. 2018-022 Being a by-law to authorize the Disposition of Land to the District of Timiskaming Social Services Administration Board, being Parts 1 and 2 on Plan 54R-6021

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2018-008;
By-law No. 2018-009;
By-law No. 2018-010;
By-law No. 2018-011;
By-law No. 2018-012;
By-law No. 2018-013;
By-law No. 2018-014;
By-law No. 2018-015;
By-law No. 2018-016;
By-law No. 2018-017;
By-law No. 2018-018;
By-law No. 2018-019;
By-law No. 2018-020;
By-law No. 2018-021; and
By-law No. 2018-022

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, February 20, 2018 at 6:00 p.m.
- b) Regular – Tuesday, March 6, 2018 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 December 5, 2017 – Closed Session Minutes**

- b) **Adoption of the December 19, 2017 – Closed Session Minutes**

- c) **Adoption of the January 9, 2018 – Closed Session Minutes**

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

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – a potential disposition of land – Lot 25 – Dymond Industrial Park**

- f) **Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations – Human Resources Update**

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. 2018-023 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 **February 6, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-023 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, January 9, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

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

Regrets:

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

Members of the Public Present: 7

3. Review of Revisions or Deletions to Agenda

Additions:

Under Item 19 – Closed Session add:

- a) Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land by the municipality – Confidential Memo No. 004-2018-CS – Proposed Acquisition of Land (ARIO Properties)

4. Approval of Agenda

Resolution No. 2018-001

Moved by: Councillor Jelly
Seconded by: Councillor Foley

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2018-002

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

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

- a) Special Meeting of Council – December 19, 2017
- b) Regular Meeting of Council – December 19, 2017

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

- a) Paul Cobb, Project Manager – Ontario Centre for Climate Impacts and Adaption Resources

Re: Partners for Climate Protection (PCP)

Paul introduced himself and outlined that he works for the Ontario Centre for Climate Impacts and Adaption Resources based out of Sudbury; however he works remotely from his house in Temiskaming Shores.

Paul is part of a small team of regional climate advisors whose role it is to assist municipalities identify opportunities to save energy and reduce greenhouse gas emissions. There are two advisors in the southern half of the Province and Paul assisting municipalities across the north.

This program is run by the Federation of Canadian Municipalities. Climate change will continue to have an impact both locally and globally, the forest fire season by mid-century will be 50 days longer and areas to be burned up to 300% higher. Could also see double the number of days above 45 degrees and a growing season a month and half longer; increase in freeze/thaw cycles, changes to snowfall having impacts on operations.

Paul outlined that actions today to reduce Green House Gas (GHG) emissions will help limit the severity over the long term. FCM's goal is to reduce the GHG by 30% by 2030. In order to achieve that goal the Federal Government is providing funding opportunities that regional advisors can assist municipalities in obtain to support local action. The Partners for Climate Protection (PCP) program is designed to support municipalities to build knowledge and capacity and to facilitate projects that save energy and reduce GHG emissions. It is a five (5) milestone program beginning with a resolution to participate to implementation of projects and monitoring and reporting on results.

There are currently over 300 municipalities participating in the PCP program. The potential benefits to joining the program include local and national recognition for achieving the various milestones, access to technical and financial support and networking opportunities with other municipalities taking similar action. There are a number of Federal and Provincial funding streams that support climate change and energy conservation action. Taking advantage of the program could assist in reducing operating and maintenance costs which would also have spin off effects for the local economy.

Mayor Kidd thanked Paul for the presentation.

Resolution No. 2018-003

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas it is well established that climate change is increasing the frequency of extreme weather events and other risks, such as drought, forest fires and rising sea levels, which present serious threats to our natural environment, our health, our jobs and our economy; and

Whereas the 2016 Paris Agreement, signed by more than 190 countries, including Canada, committed to limit the global temperature increase to below two degrees Celsius and to pursue efforts to limit this increase to 1.5 degrees Celsius, in order to avoid the most severe climate change impacts; and

Whereas local governments are essential to the successful implementation of the Paris Agreement; and

Whereas Canada's cities and communities influence approximately 50 percent of national greenhouse gas (GHG) emissions and can drive systemic low-carbon practices, including: building high-efficiency buildings, undertaking building retrofits and developing district heating; building active transit, electric vehicle infrastructure and electrified public transit; implementing near-zero GHG waste plans; and delivering high-efficiency water and wastewater services; and

Whereas investments in these types of measures also reduce operating costs, help municipalities maintain and plan for future community services, protect public health, support sustainable community development, increase community resilience and reduce a community's vulnerability to environmental, economic and social stresses; and

Whereas a number of government and international and national organizations have called for greater cooperation among all stakeholders to meet reduction targets, including Canada's Big City Mayors' Caucus, which supports binding GHG emission reduction targets at the international, national and city levels, action plans that cut emissions, identification of risks and mitigation solutions, and regular municipal GHG emissions reporting; and

Whereas the Federation of Canadian Municipalities (FCM) and ICLEI-Local Governments for Sustainability have established the Partners for Climate Protection (PCP) program to provide a forum for municipal governments to share their knowledge and experience with other municipal governments on how to reduce GHG emissions; and

Whereas over 300 municipal governments across Canada representing more than 65 percent of the population have already committed to reducing corporate and community GHG emissions through the PCP program since its inception in 1994; and

Whereas PCP members commit to adopt a community GHG reduction target of 30 percent below 2005 levels by 2030, in line with the Government of Canada's target, and to adopt a corporate GHG reduction target that is similar or more ambitious, and to consider adopting a deeper community and corporate emissions reduction target of 80 percent by 2050; and

Whereas the PCP program is based on a five-milestone framework that involves completing a GHG inventory and forecast, setting a GHG reduction target, developing a local action plan, implementing the plan, and monitoring progress and reporting results; and

Whereas PCP members commit to carry out the five-milestone framework within 10 years of joining the program and to report on progress at least once every two years; and

Whereas PCP members accept they can be suspended from the program – subject to prior notice in writing by the PCP Secretariat – in the event of non-submission of progress reports within the established deadlines.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby endorses the Government of Canada's commitment to the Paris Agreement to limit global temperature increase to below two degrees Celsius and to pursue efforts to limit the global temperature increase to 1.5 degrees Celsius; and

Furthermore that the City of Temiskaming Shores commits to review the guideline on PCP member benefits and responsibilities and then communicate to FCM its participation in the PCP program and its commitment to achieving the milestones set out in the PCP five-milestone framework; and

Furthermore the City of Temiskaming Shores appoints the Director of Public Works and the Chairman of the Public Works Committee to oversee the implementation of the PCP milestones and be the points of contact for the PCP program within the municipality.

Carried

10. Communications

- a) The Honourable Tracy MacCharles, Minister of Government and Consumer Services and the Honourable Bill Mauro, Minister of Municipal Affairs

Re: Update on Bill 59 – Putting Consumers First Act

Reference: Received for Information

- b) Lynn Dollin, President and Pat Vanini, Executive Director – Association of Municipalities Ontario

Re: Call to renew AMO Membership for 2018

Reference: Received for Information

- c) Réjeanne Bélisle-Massie, Chair – Village Noël Temiskaming

Re: Appreciation letter for assistance with 2017 VNT

Reference: Received for Information / Referred to Police Services Board

- d) The Honourable Steven Del Duca, Minister of Transportation

Re: Letter of Agreement – Provincial Gas Tax Allocation for 2018 (\$135,638)

Reference: Motion to be presented under New Business

- e) The Honourable Charles Sousa, Minister of Finance

Re: Update – Retail and Distribution System for Legal Cannabis

Reference: Received for Information

- f) Sid Vander Veen, Drainage Coordinator – Ministry of Agriculture, Food and Rural Affairs

Re: Agricultural Drainage Infrastructure Program

Reference: Referred to Drainage Superintendent (Ed Gorecki)

- g) Brian Patterson, Ontario Safety League

Re: Support – Resolution to prevent the opening of legalized cannabis stores in our community

Reference: Received for Information

Resolution No. 2018-004

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2018-005

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Transit Committee meeting held on November 29, 2017;
- b) Minutes of the Temiskaming Shores Public Library Board meeting held on November 15, 2017;
- c) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on November 29, 2017;
- d) Minutes of the Earlton-Timiskaming Regional Airport Authority (ETRAA) meeting held on October 19, 2017; and
- e) The November 2017 Earlton-Timiskaming Regional Airport Activity Report.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2018-006

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

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

- a) Minutes of the Recreation Services Committee meeting held on November 13, 2017; and
- b) Minutes of the Recreation Services Committee meeting held on November 27, 2017.

Carried

13. Reports by Members of Council

Mayor Kidd reported on the following:

- ETRAA Update: The airport received FedNor funding and Anthony Rota will be making the announcement tomorrow in the amount of \$327,000 which will be going towards the installation of larger fuel tanks, T Hangers and upgrading the backup generator and lighting systems. Anticipate funding from Northern Ontario Heritage as well.
- ROMA Conference: A number of meetings with various Ministers will be held during the ROMA conference later this month to discuss among other issues reduced OMPF funding.

14. Notice of Motions

None

15. New Business

a) Amendment to Council Meeting Schedule – January 2018 to July 2018

Resolution No. 2018-007

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Whereas Council adopted Resolution No. 2017-481 at the December 5, 2017 Regular Council meeting establishing a meeting schedule for Regular Council meetings from January 2018 to July 2018; and

Whereas Mayor Kidd and Councillors Jelly and Whalen will not be in attendance for the scheduled January 23, 2018 Regular Council meeting as they will be attending the Rural Ontario Municipal Association (ROMA) Conference in Toronto.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby agrees to cancel the January 23, 2018 Regular Council meeting.

Carried

b) Letter of Agreement – Provincial Gas Tax Allocation for 2018

Resolution No. 2018-008

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of correspondence from Minister Steven Del Duca in regards to the allocation of \$135,638 of Provincial Gas Tax funding for the Temiskaming Transit System for 2018; and

Further that Council directs staff to prepare the necessary by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario, represented by the Minister of Transportation, under the Provincial Gas Tax Program for consideration at the January 9, 2018 Regular Council meeting.

Carried

c) Administrative Report No. CGP-001-2018 – Timiskaming Bikers meet Request – July 1, 2018

Resolution No. 2018-009

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-001-2018; and

That Council hereby supports the Timiskaming First Nation and their new event “**Timiskaming Bikers Meet**” by permitting the event ride to come through Temiskaming Shores on Sunday, July 1, 2018.

Carried

d) Memo No. 001-2018-CS – 2018 Interim Tax Levy By-law

Resolution No. 2018-010

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2018-CS; and

That Council directs staff to prepare the necessary by-law for the 2018 Interim Tax Levy for consideration at the January 9, 2018 Regular Council meeting.

Carried

e) Memo No. 002-2018-CS – 2018 Borrowing By-law

Resolution No. 2018-011

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 002-2018-CS; and

That Council directs staff to prepare the necessary by-law to authorize borrowing for the 2018 fiscal year for consideration at the January 9, 2018 Regular Council meeting.

Carried

f) Memo No. 003-2018-CS – Attendance of Council to various Annual Conferences

Resolution No. 2018-012

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Approval of Attendance at the PDAC Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2018-CS and approves the attendance of **Mayor Kidd** and **Councillor Foley** to the Prospectors and Developers Association of Canada (PDAC) Convention scheduled for March 4 to March 7, 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

Resolution No. 2018-013

Moved by: Councillor Laferriere
Seconded by: Councillor Whalen

Approval of Attendance at the Northeastern Ontario Fire Education Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2018-CS and approves the attendance of Councillor Jelly to the annual Northeastern Fire Education Conference scheduled for March 22-25, 2018 in Hunstville; 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

Resolution No. 2018-014

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Approval of Attendance at the Federation of Northern Ontario Municipalities (FONOM) Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 021-2016-CS and approves the attendance of **Mayor Kidd, Councillor Whalen, Councillor McArthur** and **Councillor Hewitt** to the Federation of Northern Ontario Municipalities Conference scheduled for May 9 to May 11, 2018 in Parry Sound, Ontario; and

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

Carried

Resolution No. 2018-015

Moved by: Councillor Laferriere
Seconded by: Councillor McArthur

Approval of Attendance at the Association of Municipalities of Ontario Conference

Be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of Memo No. 003-2018-CS and approves the attendance of **Councillor Whalen** and **Mayor Kidd** to the Association of Municipalities of Ontario Conference scheduled for August 19 to August 22, 2018 in Ottawa, Ontario; and

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

Carried

g) Administrative Report No. CS-001-2018 – Repeal of By-law No. 2012-166 – Site Plan Control Agreement for 522 Georgina Avenue

Resolution No. 2018-016

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-001-2018; and

That Council directs staff to have the Site Plan Control Agreement for 522 Georgina Avenue removed from title at the Land Registry Office and prepare the necessary by-law to repeal By-law No. 2012-166 for consideration at the January 9, 2018 Regular Council meeting.

Carried

h) Administrative Report No. CS-002-2018 – District of Timiskaming Social Services Administration Board (DTSSAB) Affordable Housing Project – Grant Drive

Resolution No. 2018-017

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-002-2018;

That Council directs staff to prepare the necessary by-law to provide for Municipal Capital Facilities for Municipal Housing Project Facilities for consideration at the January 9, 2018 Regular Council meeting; and

That Council directs staff to establish the financial/in-kind contribution requirements under the Ministry of Municipal Affairs and Housing's Investment in Affordable Housing Program to an upset limit of \$98,000.

Carried

i) Memo No. 001-2018 PPP – Pumper Tanker – Release of Request for Proposal

Resolution No. 2018-018

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. 001-2018-PPP, more specifically Appendix 01 – Request for Proposal and Appendix 02 – General Specifications; and

That Council authorizes the Fire Chief to proceed with the release of the Request for Proposal (RFP) and General Specifications for the acquisition of a Pumper Tanker.

Carried

j) Memo No. 001-2018-PW – Rate Increase for Recycling Agreements with outside Municipalities

Resolution No. 2018-019

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 001-2018-PW; and

That Council hereby approves a two percent (2%) increase, to the nearest dollar, for the acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018.

Carried

16. By-laws

Resolution No. 2018-020

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that:

By-law No. 2018-001 Being a by-law to repeal By-law No. 2012-166 (Site Plan Control Agreement with Aurele Miron for 522 Georgina Avenue)

By-law No. 2018-002 Being a by-law to provide for Municipal Capital Facilities for Municipal Housing Projects

By-law No. 2018-003 Being a by-law to authorize a funding agreement between Her Majesty the Queen in Right of Ontario, as represented by the Minister of Transportation, for the 2018 Dedicated Gas Tax Public Transportation Program

By-law No. 2018-004 Being a by-law to authorize borrowing from time to time to meet current Expenditures during the Fiscal Year ending December 31, 2018

By-law No. 2018-005 Being a by-law to provide for an Interim Tax Levy for the payment of taxes and to establish penalty and interest charges

be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-021

Moved by: Councillor Foley

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2018-001;

By-law No. 2018-002;

By-law No. 2018-003;

By-law No. 2018-004; and

By-law No. 2018-005;

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) Special – Tuesday, January 23, 2018 at 12:00 p.m.

- b) Regular – Tuesday, February 6, 2018 at 6:00 p.m.
- c) Regular – Tuesday, February 20, 2017 at 6:00 p.m.

18. Question and Answer Period

None

19. Closed Session

Resolution No. 2018-022

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:20 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land by the municipality – Confidential Memo No. 004-2018-CS – Proposed Acquisition of Land (ARIO Properties)**

Resolution No. 2018-023

Moved by: Councillor Foley
Seconded by: Councillor McArthur

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

Matters from Closed Session

- a) **Under Section 239 (2) (c) of the Municipal Act, 2001 – proposed acquisition of land by the municipality – Confidential Memo No. 004-2018-CS – Proposed Acquisition of Land (ARIO Properties)**

Council provided direction to staff in closed session.

20. Confirming By-law

Resolution No. 2018-024

Moved by: Councillor Whalen
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2018-006 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 **January 9, 2018** be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-025

Moved by: Councillor Jelly
Seconded by: Councillor Foley

Be it resolved that By-law No. 2018-006 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2018-026

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:27 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Tuesday, January 23, 2018
12:01 P.M.

City Hall New Liskeard Boardroom – 325 Farr Drive

Minutes

1. Call to Order

The meeting was called to order by Deputy Mayor Jeff Laferriere at 12:04 p.m.

2. Roll Call

Council: Deputy Mayor Jeff Laferriere, Councillors Jesse Foley, Patricia Hewitt, and Mike McArthur

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Laura-Lee MacLeod, Treasurer

Regrets: Mayor Carman Kidd; Councillors Doug Jelly and Danny Whalen

Media: None

Members of the Public Present: 0

3. Approval of Agenda

Resolution No. 2018-027

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2018-028

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores declares this meeting a “Special Meeting of Council” in accordance to Section 7 of Procedural By-law No. 2008-160.

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. By-laws

Resolution No. 2018-029

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that By-law No. 2018-007 being a by-law to authorize certain new Capital Works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such Capital Works: to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC be give first and second reading.

Carried

Resolution No. 2018-030

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

Be it resolved that By-law No. 2018-007 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

7. **Adjournment**

Resolution No. 2018-031

Moved by: Councillor McArthur

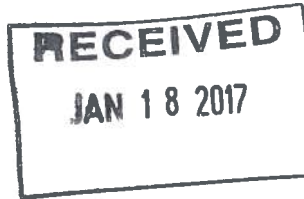
Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 12:06 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



January 11, 2018

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

Dear Mayor Kidd and Members of Council:

I am pleased to welcome the City of Temiskaming Shores as a member of the FCM-ICLEI Partners for Climate Protection (PCP) program. Your municipality has assumed a leadership role by joining a group of over 340 municipal governments dedicated to climate protection, the reduction of greenhouse gas (GHG) emissions, and cost savings through efficient use of energy.

Enclosed you will find a PCP information package which includes the PCP brochure and several resource documents. PCP is also pleased to provide the City of Temiskaming Shores with a complimentary account to the online PCP tool developed by FCM and ICLEI to assist members in completing the program milestones. Please contact PCP for instructions on how to receive access.

The benefits of joining the program accrue to the municipality and to the community at large through a process that helps identify and select activities that result in reduced energy expenditures, decreased air pollution and an overall improvement in the quality of life. In addition, your municipality's efforts, combined with those of a growing number of PCP participants, will make a significant contribution to reducing Canada's GHG emissions.

.../2

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



PCP receives financial support from FCM's Municipalities for Climate Innovation Program (MCIP) and the Green Municipal Fund (GMF). FCM offers funding for a variety of municipal environmental initiatives that improve the quality of air, water and soil, reduce GHG emissions and help your community adapt to the impacts of climate change. We would therefore encourage you to take advantage of these resources as well.

Our Program Officer, Robin Goldstein, is available to discuss how PCP can serve the needs of your municipality. Should you have any questions, Ms. Goldstein can be reached by telephone at (613) 907-6392 or by e-mail at pcp@fcm.ca.

Yours sincerely,

A handwritten signature in blue ink that reads "J Gerbasi". The signature is written in a cursive style with a large initial "J".

Jenny Gerbasi
Deputy Mayor, City of Winnipeg
FCM President

JG/RG:db

Enclosures

c: Douglas Walsh, Director of Public Works, City of Temiskaming Shores



**ONTARIO
GOOD ROADS
ASSOCIATION**

1525 Cornwall Road, Unit 22
Oakville, Ontario
L6J 0B2
Telephone 289-291-6472
Fax 289-291-6477

Wednesday, January 17, 2018

David Treen
Municipal Clerk
City of Temiskaming Shores

Good afternoon David:

The following correspondence was sent to your Head of Council earlier this afternoon. OGRA respectfully requests that you please it on your next Council agenda for information.

Regards,

Scott R. Butler

OGRA, Policy and Research
22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2
T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

The Ontario Good Roads Association is seeking reforms to the Municipal Class Environmental Assessment (MCEA) process. In its current form the MCEA process has made municipal infrastructure projects longer in duration and more costly. The OGRA Board of Directors encourages all municipalities in Ontario to adopt the following resolution that calls on the Minister of the Environment and Climate Change to accelerate the Application for Review of the MCEA process.

Links to further background information about the Municipal Class Environmental Assessment process can be found below the resolution.

DRAFT RESOLUTION

Whereas a coalition of the Municipal Engineers Association (MEA) and the Residential and Civil Construction Alliance of Ontario have successfully applied to have a review of the Municipal Class Environmental Assessment process conducted under Part IV (Section 61) of the *Environmental Bill of Rights Act, 1993* (EBR Act);

And whereas impact studies and public meetings required by the MCEA process often take two years or more to complete before construction can commence;

And whereas the MCEA requirements to evaluate alternatives are often not well aligned with prior or municipal land use planning decisions;

And whereas analysis by the Residential and Civil Construction Alliance of Ontario (RCCAO) has demonstrated that the time to complete an EA rose from 19 months to 26.7 months and costs went from an average of \$113,300 to \$386,500;

And whereas the Auditor General of Ontario has tabled recommendations for modernizing the MCEA process;

And whereas in spite of written commitments made by the Ministry of the Environment between 2013-2015, no action has been taken;

And whereas local projects that do not have the necessary approvals could lose out on the next intake of Build Canada funding;

Therefore be it resolved that City of Temiskaming Shores requests that the Minister of the Environment and Climate Change take immediate steps to expedite the response process for Part II Orders or Bump-Up requests, as part of the s.61 review to improve MCEA process times and reduce study costs;

And further that the Minister of the Environment and Climate Change support changes to better integrate and harmonize the MCEA process with processes defined under the *Planning Act*;

And further that the Minister of the Environment and Climate Change amend the scope of MCEA reports and studies to reduce duplication with existing public processes and decisions made under municipal Official Plans and provincial legislation.

BACKGROUND INFORMATION

The following links provide a comprehensive background of the work that the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario have done to advance this issue of MCEA reform.

- [October 2017 Correspondence from the Municipal Engineers Association and the Residential and Civil Construction Alliance of Ontario to the Hon. Chris Ballard, Minister of the Environment and Climate Change.](#)
- [ReNew Magazine editorial examining the need to review the Municipal Class Environmental Assessment process](#)
- [The Development Approval Roundtable Action Plan, November 2017](#)
- [Meeting Notes from the November 29, 2017 Evolution of the MCEA Workshop.](#)

- The MEA Companion Guide for the Municipal Class Environmental Assessment Manual
- Are Ontario's Municipal Class Environmental Assessments Worth the Added Time and Costs? The 2014 Edition

If you have any questions or concerns, please contact Scott Butler, OGRA's Manager of Policy and Research at 289-291-6472 ext. 24 or via email at scott@ogra.org.

Regards,



Scott R. Butler

OGRA, Policy and Research

22 - 1525 Cornwall Road, Oakville, Ontario L6J 0B2

T: 289-291-6472 Ext. 24 C: 416-564-4319 www.ogra.org

AMO Policy Update

January 23, 2018

\$26 Million Main Street Revitalization Fund Announced

AMO to be Fund Administrator

Today, the Minister of OMAFRA and Small Business announced the Main Street Revitalization Initiative, the government's approach to the distribution of the \$26 million support for Ontario's main streets and their business communities. All single and lower tier municipal governments (except Toronto) are to receive funding that will enhance and revitalize downtowns and main street areas.

The Ministry has determined the allocation of the funds to each municipal government, which is available [here](#). Questions related to the allocation formula amount can be directed to the OMAFRA Contact Centre: 1-877-424-1300.

AMO has agreed to provide the administrative services. Its experience in administering the federal gas tax will help put appropriate accountability framework in place efficiently. AMO's desire is to finalize an OMAFRA/AMO transfer payment agreement as quickly as possible so that it can undertake the necessary work to distribute the funds and reporting obligations for municipal governments.

AMO will keep municipal governments informed of our progress so that they can get ready to make these funds work locally to support their main streets.

AMO Contact: **Pat Vanini, Executive Director**, pvanini@amo.on.ca



TOWN OF LAKESHORE

419 Notre Dame St.
Belle River, ON N0R 1A0

January 16, 2018

All Ontario Municipalities

VIA EMAIL

To Whom It May Concern:

RE: ALLOCATE INFRASTRUCTURE FUNDING DEDICATED TO MUNICIPALITIES FOR STORM WATER MANAGEMENT AND DRAINAGE IMPROVEMENTS

At their meeting of November 7, 2017 the Council of the Town of Lakeshore duly passed the following resolution.

Councillor Wilder moved and Deputy Mayor Fazio seconded:

WHEREAS weather patterns seem to have changed, in that excessive and prolonged precipitation is now becoming more frequent and regular;

WHEREAS there is an increased chance of flooding, as result of excessive and prolonged precipitation;

WHEREAS municipalities are now faced with the reality that significant storm water management and drainage infrastructure improvements are required to mitigate against flooding, which will come at a significant cost;

WHEREAS it is not feasible for municipalities to pass along the costs of all storm water management and drainage improvements onto property owners through property tax increases or drainage assessments;

WHEREAS municipalities are almost entirely reliant upon property taxes for their funding needs; and

WHEREAS the Government of Canada and the Government of Ontario have recognized the need for infrastructure investments and have promised funding for these investments.

NOW THEREFORE BE IT RESOLVED that the Government of Canada and the Government of Ontario be urged to immediately allocate infrastructure funding dedicated to municipalities for storm water management and drainage improvements;

BE IT FURTHER RESOLVED that the Government of Canada and the Government of Ontario prioritize funding allocations according to the recent propensity of specific regions to flood, with a specific focus on regions that have flooded multiple times, within a 1 year period;

BE IT FURTHER RESOLVED that a copy of this motion be sent to the Right Honourable Justin Trudeau, Prime Minister of Canada, Mr. Andrew Scheer, Leader of the Conservative Party of Canada, Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada, Ms. Elizabeth May, Leader of the Green Party of Canada, all Members of Parliament, the Honourable Kathleen Wynne, Premier of Ontario, Mr. Patrick Brown, Leader of the Progressive Conservative Party of Ontario, Ms. Andrea Horwath, Leader of the New Democratic Party of Ontario, and all Members of Provincial Parliament in Ontario; and

BE IT FURTHER RESOLVED THAT a copy of this Motion be sent to the Federation of Canadian Municipalities (FCM), the Association of Municipalities of Ontario (AMO) and all Ontario municipalities for their consideration.

Motion Carried Unanimously

Should you require any additional information with respect to the above matter, please contact the undersigned.

Yours truly,



Mary Masse
Clerk

/km

cc: Right Honourable Justin Trudeau, Prime Minister of Canada
cc: Honourable Kathleen Wynne, Premier
cc: Mr. Andrew Scheer, Leader of the Conservative Party of Canada
cc: Mr. Jagmeet Singh, Leader of the New Democratic Party of Canada
cc: Ms. Elizabeth May, Leader of the Green Party of Canada
cc: Hon. Patrick Brown, Leader of Progressive Conservative Party
cc: Hon. Andrea Horwath, Leader of New Democratic Party
cc: Members of Provincial Parliament in Ontario
cc: Federation of Canadian Municipalities (FCM)
cc: Association of Municipalities of Ontario (AMO)
cc: Via Email - All Ontario Municipalities



Golden Age Club #566,
22 Argentite Street, Box 338,
Cobalt, ON P0J 1C0
705-679-5525
goldenageclub6795525@gmail.com

January – December 2018

Mayor and Council,
Temiskaming Shores.

The Golden Age Club has been a charter club of the United Senior Citizens of Ontario for 45 years. This regional club welcomes all people over the age of 55 to be members of this social club. We are an unregistered non-profit organization, so it is important that the community as a whole supports us in our aging years.

Our plan is to celebrate our 45th anniversary by organizing several social events, activities and day trips throughout 2018. We wish to celebrate our past, our present, and looking forward – our future. Our past is made up of members who have passed on, as well as some who are still with us, our very senior Seniors – the ones who worked very hard in the early years to keep the club going. Our present is made up of an age mix of members who endeavour to keep the club vibrant and active. Our future goal is to ensure that the club continues to be viable by attracting new members and to increase our membership.

In order to provide events and activities at little or no cost to the Seniors of the Golden Age Club, we need the support from individual small businesses, retail businesses, and companies in the communities that we serve – all who benefit from the fact that seniors generally tend to spend their money in or near their home base. It is with this in mind that we ask for support be it as financial donations, items to be used as gifts or prizes, or even services in-kind. We welcome your involvement as a general contribution, or as a contribution to a specific event.

Please help us to celebrate in a way befitting the Seniors of this area. Your contribution will be recognized at every opportunity – our bulletin board, event promotions, our Facebook page, the media, and more.

Thank you for your time and consideration to our request for assistance. If you wish to speak with someone directly, please feel free to email or call Theresa at tassetheresa@gmail.com or 705-679-8787.

Sincerely,

A handwritten signature in cursive script that reads "Theresa Tasse". The ink is dark and the signature is fluid and legible.

Theresa Tasse, Chair, 45th Anniversary Planning Committee
Molly Ward, President, Golden Age Club

Temiskaming Federation of Agriculture
Box 387
Earlton, ON
P0J 1E0

January 23-2018

Mayor and Council
City of Temiskaming Shores
P.O. Box 2050
Haileybury, ON
P0J 1K0



In response to enquiries from members and some incidents in other parts of the province we have taken a look at the rural address signage (911 signs) in the district and discovered many of our rural properties are not signed. There may be a number of reasons or individual situations for their omission, but the result is emergency responders in many situations would have a difficult time locating these properties.

In the interest of public safety we will be encouraging our members to install rural address signage on all property entrances. From the municipality point of view we would ask for your support of the program and provision of the signage to landowners upon request and as inexpensively as possible.

Another issue which has raised enquiries in the last several months is the increasing occurrence of noxious weeds e.g. smooth bedstraw in municipal ditches. As you may know smooth bedstraw is detrimental to farm operations and under Ontario's Weed Control Act municipalities have an obligation to destroy the plant if requested through the District Weed Inspector by a landowner.

We understand many municipalities may not have an appointed local Weed Inspector, however Mike Cowbrough, the Chief Provincial Weed Inspector has offered to assist with the process. His contact details are 519-824-4120 extension 52580.

As always, we look forward to working with you on agricultural issues and if you have any questions on these or other matters please don't hesitate to contact myself or our Member Service Rep., Bob Norris at 705-647-0092.

Yours truly,

A handwritten signature in blue ink that reads "Norman R. Koch".

Norman R. Koch
President
Temiskaming Federation of Agriculture

**EARLTON-TIMISKAMING REGIONAL
AIRPORT AUTHORITY
MEETING NOTICE
THURSDAY, FEBRUARY 15, 2018
EARLTON ARENA
DOWNSTAIRS BOARD ROOM
6:30 p.m.**

The ETRAA is calling a meeting for all Councillors and Clerks representing the Municipalities that support the ETRAA.

This meeting is being held to present a 4 year business plan for the Earleton-Timiskaming Regional Airport, and request for Municipal involvement for the next 4 years.

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, December 13, 2017

7:00 p.m. at the Haileybury Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:10 p.m.

2. Roll Call

Present: Donald Bisson, Danny Whalen, Brenda Morissette, Anna Turner, Jeff Laferriere, Roger Oblin and CEO/Head Librarian Rebecca Hunt.

Regrets: Robert Dodge

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Jeff Laferriere

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

Carried.

Additions:

Correspondence b. From Grants Ontario

New Item 11. Closed Session in regards to identifiable individuals.

4. Adoption of the Minutes

Moved by: Danny Whalen

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, November 15, 2017, as presented.

Carried.

5. Business arising from Minutes

None.

6. Correspondence:

a. To: Josh Veilleux, TechSocial Program Coordinator--NEOnet.

Re: Letter of support for TechSocial program.

Received as information.

b. From: Grants Ontario.

Re: Transfer of Public Library Operating Grant of \$23,259 to library bank account.

Received as information.

7. Secretary–Treasurer’s Report

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

Library CEO’s Report

December 7, 2017

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

New Liskeard Parapet: Construction began on Monday, November 27 and last for 3-4 weeks. The New Liskeard branch was busy on Tuesday, November 28 despite the

scaffolding, and we have put signs up on Facebook and the Library website reminding patrons that we are still open at that branch during the construction.

Oak trees on the Giant Tiger side of the New Liskeard branch: the trees were removed on Wednesday, November 29.

Business:

Digital Creator North (Near North Mobile Media Lab Trillium project): Digital Creator is coming down from a busy and exciting month of November, with two LIFT workshops and partnering up with Village Noël, the upcoming months leave big shoes to fill. Upcoming, DGTL has another partnership with the Temiskaming Art Gallery on it's way. T.A.G. will be having a week long Benjamin Chee Chee exhibit in February and Digital Creator will be dedicating a week to replicating Benjamin's work via various sorts of media arts and will display the work during the exhibit. The CEO discussed with the Board the results of the Trillium audit this summer.

Federation of Ontario Public Libraries board: I will be attending the next board meeting on Thursday, February 1 in person at the Ontario Library Association conference in Toronto.

Joint Automation Server Initiative (JASI) Steering Committee: I will attend the next teleconference meeting set for Wednesday, January 24. The committee is still discussing cataloguing standards and item types.

Ontario Library Service North Mentorship Program: Ontario Library Service North has asked me to Mentor the new librarian for Seguin Township Public Libraries, Stefanie Veneranda. She has already been in contact with some questions about the hiring process we use at Temiskaming Shores Libraries.

NEOnet TechSocial program: Josh Veilleux, Program Coordinator with NEOnet, has been back in touch to ask for a letter of support for an additional grant application for the TechSocial program they will launch in January. With this partnership the library simply needs to provide space for workshops once a month on technology gadgets and apps. NEOnet is providing the instructor for the workshops and will work in conjunction with the program already in place at the library, sharing instruction materials and complementing our current program rather than duplicating the program.

The Temiskaming Foundation Games and Backpacks project: Most of the materials have been purchased and I am investigating how other libraries have managed circulation and processing of such materials. I have asked on the Ontario Library CEO listserv and have contact a few libraries directly who have similar programs.

Volunteer Program: Our Adult volunteers at the Haileybury Branch have started. One of the volunteers has opted to log hours in conjunction with the TDSS co-op program. We also have two high school student volunteers at the New Liskeard branch and one at the Haileybury branch logging hours for graduation.

Programming:

Visits to the Extencicare, Lodge and Manor nursing homes to exchange books
Ongoing on Fridays and Saturdays by staff members and volunteers.

Life Skills visits at the New Liskeard Branch

The Life Skills group continues to visit every second Wednesday for a storytime and craft activity this winter.

Gadget Helper at both branches of the library

This program will start up again on October 26.

Les Liseuses à la succursale de New Liskeard

Le premier mardi du mois de 10 h 15 à 11 h 15 à la succursale de New Liskeard.

Le 5 décembre— Le Roman de Renée Martel par Danielle Laurin

Pour plus de renseignements composez le 705-647-4215 ou

cpeddie@temisklibrary.com

Bricolage De Noel à la succursale de New Liskeard

Pour les enfants âgés de 5 à 10 ans.

Le samedi 9 décembre, de 11 à 12 heures

Inscription requise ! Les places sont limitées

Pour plus de renseignements composez le 705-647-4215 ou

cpeddie@temisklibrary.com

Canadian Gingerbread Decorating Contest at both Branches of the Library

Get your Gingerbread Houses ready! Submissions for the Canadian Gingerbread Decorating Contest open on Friday, December 1! Decorate a Gingerbread House in a Canadian theme and e-mail us a picture to newliskeard@temisklibrary.com or haileybury@temisklibrary.com for your submission to the contest. Pictures will be displayed in both branches of the library. Then, come into your branch to vote for your favourite Gingerbread creation from December 19-22. One vote per person per day. Enter for a chance to win a gift certificate from Chat Noir Books! For more information, call 705-647-4215.

**Temiskaming Shores Public Library Bookclub at Both Branches of the Library
Information Session**

Interested in joining a book club? Join us for our information session!

- A chance to meet other members
- Discuss important details such as times, locations, etc.

- Find out which book we will be diving into first!

Sign up at either branch, or call (705) 672-3707 or (705) 647-4215 for more information

Haileybury Branch: Wednesday, December 13, 2017 at 2:00 PM

New Liskeard Branch: Thursday, December 14, 2017 at 6:00 PM

Read it like you mean it!

Canada 150 Gingerbread House Decorating Program at Both Branches of the Library

We supply you with all you need to decorate your gingerbread house! We'll photograph it and enter it into our Canadian Gingerbread House Decorating Contest. Prizes for winners of contest. For ages 6 to 12.

Saturday December 16

New Liskeard Branch 10:30—noon

Haileybury Branch 10:30—noon

Space is limited so register early! Call 705-647-4215 or 705-672-3707

Finances and Statistics

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

Motion #2017-53

Moved by: Roger Oblin

Seconded by: Danny Whalen

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

Carried.

8. Committee Reports

- Finance and Property Committee:** Nothing to report.
- Planning, Personnel, Policy and Publicity Committee.** Nothing to report.
- Building Committee:** Report on the November 28, 2017 meeting.

9. New Business

- a. **Meeting Schedule for 2018.** Let it be recorded that the Board had no objections to the schedule.
- b. **Discussion regarding vision of library service delivery.** The Board discussed options for library service delivery and public consultations on library service delivery. The board has formed a Library Services Committee made up of Donald Bisson chairing the Committee, Anna Turner, Jeff Laferriere, Brenda Morissette and the City Manager to participate on behalf of the municipality and the Library CEO to act as Secretary of the Committee.

10. Plan, Policy review and By-law review

- a. **Review Policy**
 - i. Volunteer Policy.

Motion #2017-54

Moved by: Roger Oblin

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Volunteer Policy as reviewed by the Board

Carried.

11. Closed Session

- a. **In regards to identifiable individuals**

Motion #2017-55

Moved by: Anna Turner

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board go into closed session at 8:30 p.m.

Carried.

Motion #2017-56

Moved by: Anna Turner

Seconded by: Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board rise from closed session at 8:35 p.m. without report.

Carried.

12. Adjournment

Adjournment by Roger Oblin at 8:36 p.m.

Chair – Donald Bisson



TEMISKAMING SHORES POLICE SERVICES BOARD

JANUARY 15, 2018 AT 2:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

MINUTES

1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 2:04 p.m.

2. ROLL CALL

PRESENT: Board Chair Doug Jelly
Board Members Gail Moore, Ruth Shepherdson, Brian Thornton
and Danny Whalen

ALSO

PRESENT: Inspector Brent Cecchini, O.P.P. – Detachment Commander
Christopher W. Oslund, Board Secretary

REGRETS: None

MEMBERS OF THE PUBLIC PRESENT: None

3. ADDENDUM/ANNOUNCEMENTS

None

4. APPROVAL OF AGENDA

Resolution No. 2018-01

Moved by: Gail Moore

Seconded by: Brian Thornton

Be it resolved that the Temiskaming Shores Police Services Board approves the agenda as printed.

CARRIED

5. PRESENTATIONS/DELEGATIONS

Monique Chartrand, Executive Director & Patty Burke, Program Coordinator

Re: Victim Services of Temiskaming & District

Monique Chartrand and Patty Burke presented an overview of the services offered by Victim Services of Temiskaming & District. Board Chair thanked Ms. Chartrand and Ms. Burke for their presentation.

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7. APPROVAL OF MINUTES

Resolution No. 2018-02

Moved by: Ruth Shepherdson

Seconded by: Gail Moore

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on November 20, 2017 be approved as printed.

CARRIED

8. COMMUNICATIONS

a) Réjeanne Bélisle-Massie, Chair – Village Noël Temiskaming

Re: Appreciation letter for assistance with 2017 VNT

Reference: Received for information.

b) Superintendent Marc Bedard, Commander Municipal Policing Bureau – Ontario Provincial Police

Re: Municipal Policing Bureau Updates

Reference: Received for information.

Resolution No. 2018-03

Moved by: Danny Whalen

Seconded by: Brian Thornton

Be it resolved that the Police Services Board agrees to deal with Communication

items 8 a) and 8 b) according to the agenda references.

CARRIED

9. OPP BUSINESS

a) OPP Temiskaming Detachment Report – November/December 2017

Resolution No. 2018-04

Moved by: Brian Thornton

Seconded by: Gail Moore

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the November / December 2017 OPP Temiskaming Detachment Report.

CARRIED

10. NEW BUSINESS

a) OAPSB Report – Doug Jelly

The Board Chair provided a verbal report on the following OAPSB matters:

- The OAPSB is currently reviewing its membership fees
- Discussion is being held on the role of OAPSB relating to Board Training requirements under the new Police Service Act
- The next OAPSB Board meeting will be held in February. The Board is investigating “virtual” meetings to save on travel costs

b) Temiskaming Bikers Meet

The Board Chair reviewed the request from the Temiskaming Bikers Meet organizing committee. Inspector Cecchini will follow-up.

c) OAPSB Spring Conference – May 23-26, 2018

Resolution No. 2018-05

Moved by: Brian Thornton

Seconded by: Ruth Shepherdson

Be it resolved that the Temiskaming Shores Police Services Board approves the attendance of Board Chair Doug Jelly, Board Members Brian Thornton, Gail Moore and Board Secretary Chris Oslund to the

Ontario Association of Police Services Boards (OAPSB) Annual General Meeting and Spring Conference to be held in The Blue Mountains, Ontario on May 23-26, 2018; and

Further that the expenses for attending the said meeting be paid in accordance with the Board's Expense Policy.

CARRIED

11. BY-LAWS

None

12. CLOSED SESSION

None

13. SCHEDULE OF MEETINGS

- a) Regular Police Services Board meeting – March 19, 2018 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

14. ADJOURNMENT

Resolution No. 2018-06

Moved by: Gail Moore

Seconded by: Ruth Shepherdson

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 3:17 p.m.

CARRIED

CHAIR

SECRETARY

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

NOVEMBER 30, 2017

	MEMBER	MEMBER
Armstrong	Dominique Nackers	
Brethour		
Casey	Guy Labonté	Jacques Fortin
Chamberlain	Kerry Stewart	
Charlton/Dack	Merrill Bond	Jim Huff
Cobalt		
Coleman	Lois Perry	
Englehart	Doug Metson	
Evanturel	Barb Beachey	
Harley	Clifford Fielder	
Harris	Al Licop	Ron Sutton
Hilliard		
Hudson		
James		
Kerns		
Kirkland Lake	Pat Kieley	Jean Guy Chamailard
Larder Lake		
Latchford	George Lefebvre	
Matachewan		
McGarry		
Temagami		
Tem. Shores	Danny Whalen	Carman Kidd
Thornloe		
Speaker	Diane Johnston	

Meeting opened at 6:30 pm.

Moved by: Kerry Stewart

Seconded by: Doug Metson

That the minutes of the Regular Meeting of November 30th, 2017 be approved.

Carried

November 30, 2017 Temiskaming Municipal Association Minutes

DELEGATION:

Pauline Desroches (MNR)

Aggregates Act

No one could attend the meeting. Invited to attend the January 25, 2018.

FONOM UPDATE

Danny Whalen

- Nothing much to say about the Energy East Pipeline but we hope it comes back.
- Still a point of contention with those wanting all caribou to be a protected specie when it is only the ones in the Boreal Forests that are at risk.
- Wood pellets as a renewable energy source is gaining in popularity. One boiler system is currently heating 60 units in the Ottawa region.
- FONOM (Danny) will participate on a conference call next Tuesday with Ministry staff.
- Will try to have someone knowledgeable on the matter to speak on the subject at one of our meetings.

CORRESPONDENCE:

- E4m / Chris Wray
- FONOM / Energy East
- FONOM / Woodland Caribou
- Township of James / Bill 148

DISCUSSIONS:

ETRAA update / Carman Kidd:

- Flight school is doing fairly well but they do have a shortage of instructors. Students are from China and residing in houses and apartments in the area.
- Wabusk Air signed a contract with Ornge for the air ambulance service.
- Will be bidding on contract that will allow the airport to fuel government airplanes.
- Applied for funding through FedNor and NOHFC for crack sealing, six T hangars, cardlock system for fuelling, upgrade of old generator
- Fuel sales are very good.
- Search and Rescue now have an office trailer on site.
- Had emergency exercise involving a plane crash with bodies all over the place. Had ambulance services, fire department and all staff involved. The exercise was put on by professionals and we will be getting their report shortly on how we did.
- In January 2018, we will be preparing our five-year plan.

November 30, 2017 Temiskaming Municipal Association Minutes

Low assessment / Merrill Bond (Charlton/Dack):

- Having issues with properties being assessed so low the local services costs are not covered.
- Apparently, there is a way to charge a minimum dollar tax amount and Wishart Law Firm LLP would be happy to help us out for a fee of \$1,500.
- Contact Municipal Affairs and Housing for their input.

Moved by: George Lefebvre

Seconded by: Carman Kidd

That the Temiskaming Municipal Association authorizes the payment of \$1,500.00 to Wishart Law Firm LLP to obtain what is necessary to charge a minimum property tax amount.

Carried

Integrity Commissioner / By-law officer

- Majority of municipalities are in favour of hiring both an Integrity Commissioner and By-law Official for all. The individuals would be on call and paid only when their services are required.

Moved by: Merrill Bond

Seconded by: Dominique Nackers

That the Temiskaming Municipal Association approves the advertising for an Integrity Commissioner and a By-law Officer.

Carried

Light on corner of Highway 11 and Highway 562

- George Lefebvre feels that we should not accept the position by MTO that street lights are not required at the junction of Highway 11 and Highway 562. It is a dangerous corner and the situation needs to be addressed.
- Another letter will be submitted to MTO's Regional Director as well as the Honourable Steven Del Duca, Minister of Transportation and John Vanthof.
- We will also ask for an MTO representative to come to our January meeting to also explain their ice and snow removal methods on our roads.

In-house training Bill 68 and Bill 148 / George Lefebvre

- AMO will put on a full day session if needed on the ins and outs of Bill 68 and Bill 148 for a small fee between \$5,000 to \$6,000 including lunch.
- Will contact Municipal Affairs and Housing to put up such a session at no cost on Bill 68 and 148 including the Residential Tenancy Act.

November 30, 2017 Temiskaming Municipal Association Minutes

Hydro outages

- Power outages seem to be happening more frequently.
- One reason seems to be that the distribution lines are not being maintained or cleared of trees adequately so that in inclement weather branches are breaking, interfering with the power distribution.
- Lois will contact someone in the know to come to our meeting.

3-Lane highways / Carman Kidd

- Response from MTO is encouraging.
- It is currently being tried in the United States.
- Would like MTO to do 25 kilometers on a trial basis and go from there.
- A new Traffic Study will be done between North Bay and Temiskaming Shores.

OTHER BUSINESS:

Bank Reconciliation:

Moved by: Clifford Fielder

Seconded by: Guy Labonté

That the meeting of November 30, 2017 be adjourned at 8:00 pm.

Carried

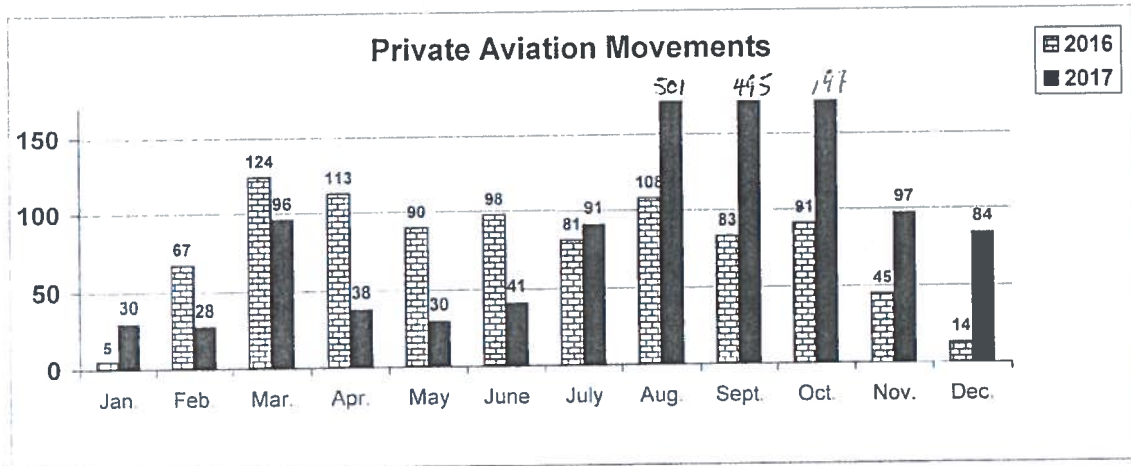
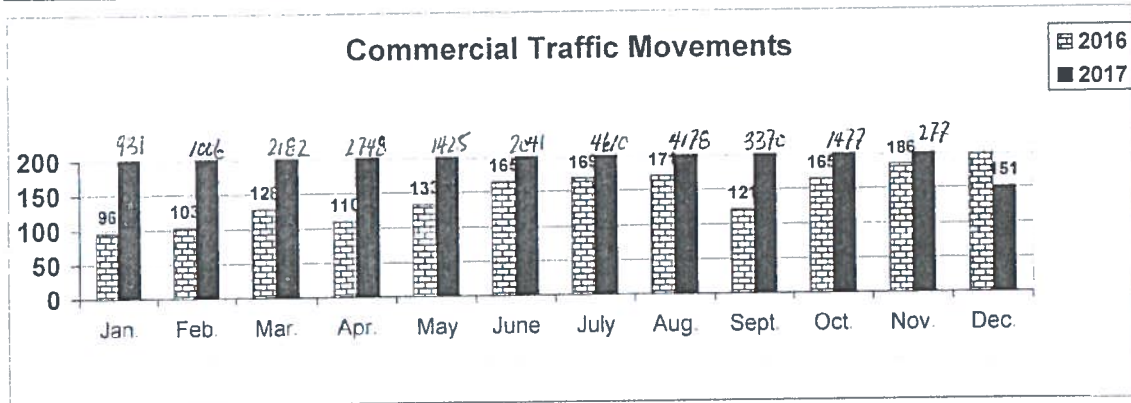
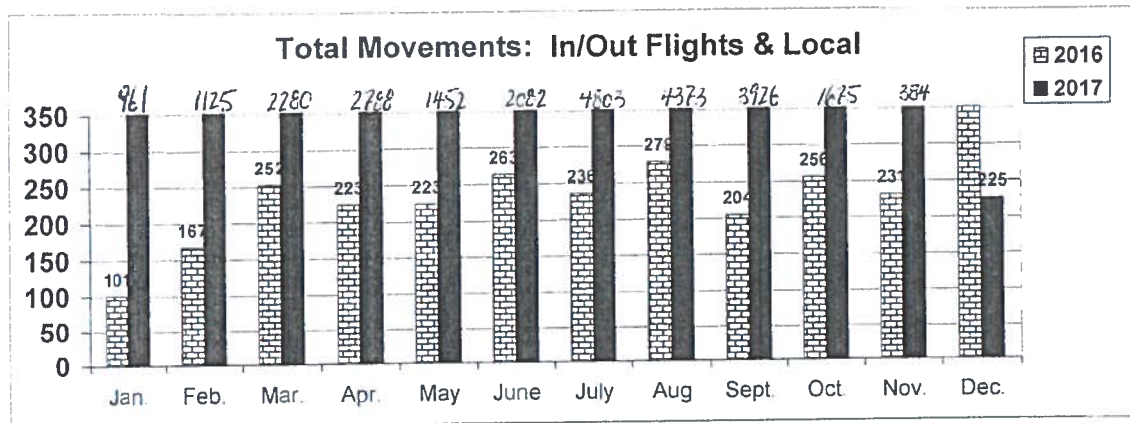
TMA meeting on January 25, 2018 at 6:30 pm at the Earleton Recreation Centre.

**EARLTON-TIMISKAMING REGIONAL
AIRPORT
DECEMBER 2017**

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$5,437	\$165,360
Operations	\$21,236	\$321,147
	<hr/>	<hr/>
	\$26,673	\$486,507
 <u>EXPENSES</u>		
Fuel	\$0	\$143,572
Operations	\$32,229	\$321,039
Capital Expenses		\$104,377
	<hr/>	<hr/>
	\$32,229	\$568,988
 <u>NET PROFIT/LOSS</u>		
Fuel	\$5,437	\$21,788
Operations	-\$10,993	\$108
Capital Expenses		\$104,377
	<hr/>	<hr/>
	-\$5,556	
 <u>FUEL INVENTORY - JET A1</u>	\$ 7,266	
<u>FUEL INVENTORY - AVGAS</u>	\$ 12,667	
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,095	

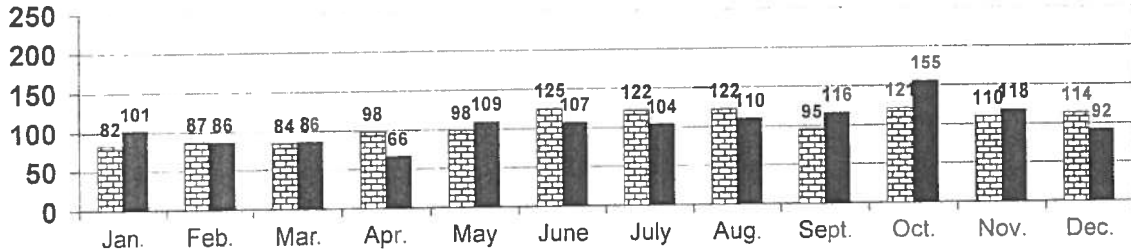
ANNUAL AIRCRAFT MOVEMENTS

AS OF DECEMBER 31, 2017



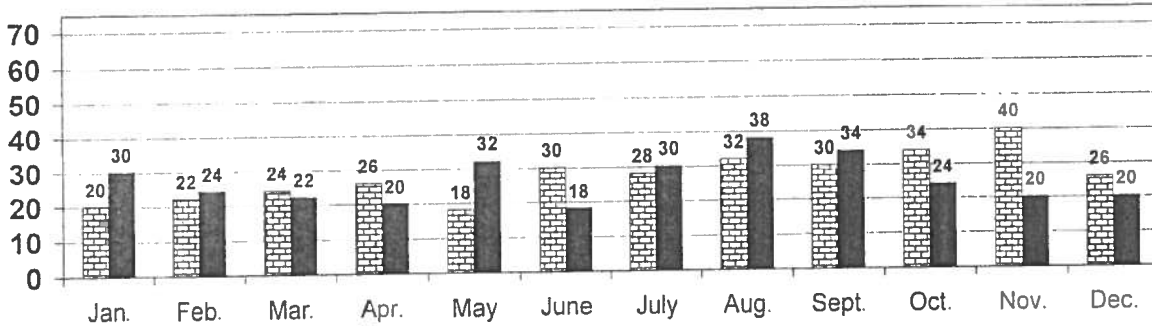
Air Carriers Movements

2016
2017



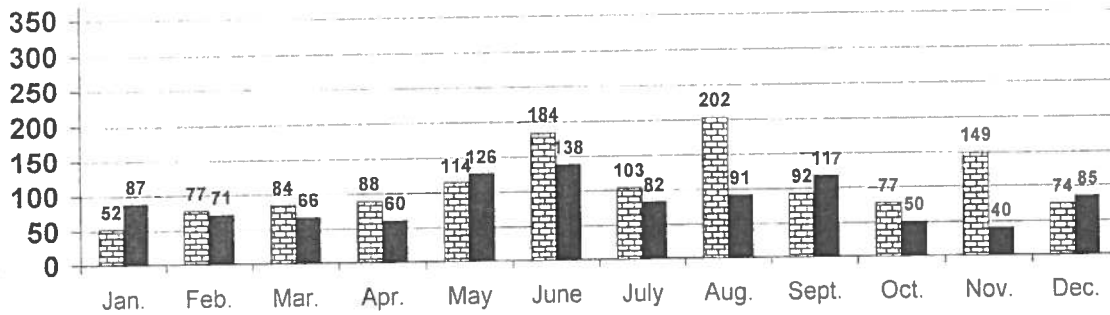
Air Ambulance Movements

2016
2017



Pgrs. via Air Charter

2016
2017



MANAGER'S REPORT DECEMBER 2017

Fuel Sales:

Avgas 100LL sales were higher than last month at 1160 litres, and Jet A1 sales were a four year high for December at 2608, for a combined monthly total of 3768. Avgas sales for the year at 45,817 marks the highest Avgas total since we started keeping track in 2004. Jet A1 sales were 61,522. Total sales were significant by breaking 100,000 litre barrier for the first time in ten years at 107,339 litres.

Movements:

Although the December movements are lower than usual, the yearly total of 26,074 movements is astronomical, when compared with a ten year average of around 2300. The Flight Training Unit operating out of the large hangar deserves most of the credit for the larger number, along with the dedicated Air Ambulance aircraft.

LED Lights:

The lamps in all of the street lights at the Airport have been replaced with LED bulbs. They seem to offer better illumination, and hopefully will also save us money on the electrical bill.

Harold Cameron
Earlton-Timiskaming Regional Airport Manager

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

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1265	\$11,423	\$11,423.00
Casey	374	\$3,377	\$3,377.00
Chamberlain	346	\$3,124	\$3,124.00
Charlton and Dack	670	\$6,050	\$6,050.00
Coleman	531	\$4,795	\$4,795.00
Englehart	1546	\$13,960	\$13,960.00
Evanturel	464	\$4,190	\$4,190.00
Harley	526	\$4,750	\$4,750.00
Hilliard	227	\$2,050	\$2,050.00
Hudson	457	\$4,127	\$4,127.00
James	474	\$4,280	\$4,280.00
Temiskaming Shores	10125	\$91,429	\$91,429.00
Thornloe	110	\$993	\$993.00
Total Contributions	17115	\$154,548	\$154,548.00

Donation

Kerns	349	\$3,151	\$3,000.00
Total Contributions		\$157,699	\$157,548

As of December 31, 2017

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

Thursday, December 21, 2017
Corporation of the Township of Armstrong
Council Chambers
Earlton, Ontario

Attendance: Marc Robillard, Barbara Beachey, Kevin Leveille, Doug Metson,
Pauline Archambault, Carman Kidd,
Bryan McNair, Morgan Carson, Harold Cameron, Sheila Randell

Absent : Henry Baker, Ken Laffrenier, Kerry Stewart, Debbie Veerman, Earl Read

1. Welcome - Meeting called to order

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of December 21, 2017 be called to order at 6:30 p.m.

Carried

2. Approval of Agenda

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

3. Approval of Minutes of Last Meeting

Moved by : Doug Metson

Seconded by : Bryan McNair

BE IT RESOLVED THAT "the Minutes of the Meeting held October 19, 2017, be adopted as presented."

Carried

4. Business Arising from Minutes

Harold advised that Grant Energy has signed contract for propane @ 55.9 cents/lit.
New sign is up at airport.

5. Committee Reports

(a) Financial Report:

Moved by: Bryan McNair

Seconded by: Doug Metson

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

Carried

(b) Property & Maintenance
No Report

(c) Human Resources
No Report

6. Correspondence

Moved by: Marc Robillard

Seconded by: Pauline Archambault

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

Carried

7. Manager's Report

Moved by : Kevin Leveille

Seconded by: Barbara Beachey

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

Carried

8. Chairman's Remarks/Report

- Carman advised that a new contract has been signed with Environment Canada for the use of the Weather Office (good for another 10 years)

- FedNor grant has been approved and Anthony Rota will be at the Airport on January 10, 2018 from 10:00 to 11:00 to make announcement.

- Still working on the Heritage Fund portion of grant

Moved by: Doug Mctson

Seconded by: Bryan McNair

WHEREAS "FedNor is requesting a guarantee on funds to advance money on fuel tanks;"

BE IT RESOLVED THAT "the ETRAA agrees that in order to obtain advance from FedNor for fuel tanks, ETRAA will guarantee to use their reserve funds to cover NOHF \$60,000, plus our share of \$14,500."

Carried

Moved by: Pauline Archambault

Seconded by: Marc Robillard

BE IT RESOLVED THAT "the Chairman's Remarks/Report be adopted as presented."

Carried.

9. **Any New Business**

TRACC discussion on drag races to be held August 2018.

Moved by : Marc Robillard

Seconded by: Kevin Leveille

WHEREAS "A letter had been received from TRACC on Oct. 19, 2017, requesting the use of the Airport for their drag races in 2018";

BE IT RESOLVED THAT "the ETRAA defer their decision on the drag races to the meeting to be held January 18, 2018, which will be a full board meeting.:

Carried.

Moved by: Doug Metson

Seconded by: Barbara Beachey

WHEREAS "Cara West is still working permanent part-time @ \$21.50/hour";

BE IT RESOLVED THAT "the ETRAA agrees to increase Cara West's hours to 40 hours/week, making her a full-time employee. Effective Jan.1, 2018."

Carried

Flying School has been sent a letter stating that if they do not make a payment by Dec. 31, 2017, their privileges at the Airport will be revoked.

12. **Closed Session**

None

13. **Adjournment**

Moved by : Pauline Archambault


Seconded by: : Bryan McNair

BE IT RESOLVED THAT "this meeting be adjourned at 7:27 p.m.

Next meeting scheduled for January 18, 2018 @ 6:30."

Carried


Chair


Secretary

TEMISKAMING MUNICIPAL ASSOCIATION

REGULAR MEETING

JANUARY 25, 2018

	MEMBER	MEMBER
Armstrong		
Brethour	Julie Wilkinson	
Casey	Guy Labonté	Jacques Fortin
Chamberlain	Kerry Stewart	
Charlton/Dack	Merrill Bond	
Cobalt		
Coleman	Lois Perry	
Englehart	Doug Metson	
Evanturel	Barb Beachy	
Harley	Cliff Fielder	Pauline Archambault
Harris	Ron Sutton	
Hilliard	Carolyn Gilbert	
Hudson	Larry Craig	
James		
Kerns		
Kirkland Lake	Pat Kieley	
Larder Lake		
Latchford	Jo-Anne Cartner	George Lefebvre
Matachewan		
McGarry		
Temagami		
Tem. Shores	Carman Kidd	Danny Whalen
Thornloe	Earl Read	
Speaker	Diane Johnston	
New Democratic Party	John Vanthof	
MNRF	Pauline Desrochers	René Labrèche
MNRF	Gary Wiseman	Sam Coxwell
MNRF	Derek Simes	

Meeting opened at 6:32 pm.

Moved by: Jacques Fortin

Seconded by: Carman Kidd

That the minutes of the Regular Meeting of November 30, 2017 be approved.

Carried

DELEGATION:

Chair Lois Perry reiterated the frustrations that we in the north are having by not profiting from royalty fees under the Aggregate Resources Act in the same manner as the municipalities located south of North Bay. For a long time, correspondence has been going back and forth with the Ministry of Natural Resources asking why we were continually being excluded until finally we have the opportunity to hear from members of the Ministry.

Pauline Desroches (MNR):

- See attached presentation on the Designation of Private Land under the Aggregate Resources Act.
- Each municipality needs to prepare a list of all pits in their Township.

Wayne Miller:

- Need to know from our politicians what their platform is when it comes to health care in Northern Ontario.
- All parties should be on the same page when it comes to health care. Politicians and the public need to be aware that different disabilities have specific needs that must be addressed immediately.
- Every individual must have access to the same care and services no matter where they live or what their status in life.
- Should be able to go to one location and get accurate information on where and how to get the care and attention to the different need. Service needs to be better than advertised and there is an urgent need for a "Disability Centre" in Temiskaming.
- Will get "Age Friendly Group" from Temiskaming Shores to give presentation at our next meeting.

CORRESPONDENCE:

- FONOM - (2) Press Releases

FONOM UPDATE

Danny Whalen commented of the two communiques received from FONOM

DISCUSSIONS:

Low assessment:

Merrill Bond (Charlton/Dack) reported that it will be dealt with at next meeting. Hoping to have Wishart LLP at the meeting to speak on the matter.

Light on corner of Highway 11 and Highway 562:

Nothing to report.

In-house training Bill 68 and Bill 148:

Will contact Liana Bacon of Municipal Affairs to arrange a Friday training session to review those two Bills.

Hydro Outages:

Nothing to report.

2 + 1 Highway Lane Proposal:

Nothing to report.

Integrity commissioner / By-law Officer:

Form ad hoc committee to work out details of engagement. Fell back on Executive Committee to work out the details and bring to next meeting. Meet on February 22nd.

OTHER BUSINESS:

George Lefebvre received correspondence from Éric Boutilier concerning the Northlander (list below):

- All aboard Northern Ontario, Northlander
- VIA Ocean Report Final
- Greg Gormick Bio and Resume

Bank Reconciliation:

Moved by: Earl Read

Seconded by: Merrill Bond

Whereas the Temiskaming Municipal Association (TMA) are supportive of the efforts of the “All Aboard Northern Ontario” group to resurrect the Northlander passenger train services for northeastern Ontario; and

Whereas the Temiskaming Municipal Association (TMA) recognize the need for funding for this effort.

Now therefore be it resolved the Temiskaming Municipal Association (TMA) endorses and supports the application to FedNor for funding in the amount of \$10,000 to assist in realizing the objective of the “All Aboard Northern Ontario” to restore the Northlander.

Carried

Bank Reconciliation:

The Bank Reconciliation as of December 31, 2017 was presented with a balance of \$16,779.29

Moved by: Earl Read

Seconded by: Merrill Bond

That the meeting of January 25, 2018 be adjourned at 9:00 pm.

Carried

TMA meeting on March 29, 2018 at 6:30 pm at the Earleton Recreation Centre.

Ministry of Natural Resources and Forestry

Designation of Private Land under the Aggregate Resources Act

Presentation to the Temiskaming Municipal Association

January 25th, 2018



Presentation Overview

Part A – Aggregates 101	Part B – Designation
<ul style="list-style-type: none">➤ What are aggregates?➤ <i>The Aggregate Resources Act, 1990</i>➤ Licencing➤ Fees➤ Potential regulatory amendments➤ Questions?	<ul style="list-style-type: none">➤ Background and context➤ Designation process➤ Licencing in newly designated areas➤ Other considerations➤ Questions?

2

Part A – Aggregates 101

3

What do we mean by aggregates?

In plain language, they are basically sand, gravel, clay, earth and bedrock.

Legal definition: means "gravel, sand, clay, earth, shale, stone, limestone, dolostone, sandstone, marble, granite, rock or other prescribed material"

Does not include:

- Materials regulated under the Mining Act - metallic ores (i.e., gold, silver, copper)
- Types of rock excluded from the definition (e.g., graphite)

Underground extraction is regulated under different legislation (i.e., *Mining Act*)



Loose material like sand & gravel is extracted from sites called "pits"



Bedrock is extracted from sites called "quarries"

4

Importance to Ontarians

The aggregate industry creates:

~9,000
direct
Jobs¹

9,600
jobs in related
industries¹



\$1.37 Billion

contributed to Ontario's Gross Domestic Product from the aggregate industry in 2010².

up to **60%**

of aggregates are consumed by provincial, municipal and federal governments for public works projects³.



The construction industry from 2000-2009:

> 80%

Percentage of aggregates used in the province²

~250,000

Number of people employed²

\$44.7B

Economic activity accounted²



4.2 Million

Ontario's projected population growth between 2013 and 2041.

The additional housing and public infrastructure needs will increase annual aggregate demand.

Ontario's Population, 2013³:
13.5M

References:
1 The Economic Importance of Aggregates, Strategic Policy and Economics Branch, 2010
2 State of the Aggregate Resources Study Paper 3 - The Value of Aggregates, 2008
3 Ontario Population Projections Update 2013-2041 - Ministry of Finance

5

Nature of Aggregates

- Location is fixed
- Non-renewable (but recyclable)
- High bulk (mass/volume):
 - Aggregates are heavy and bulky, therefore moving them long distances makes them more expensive
 - Transportation is a significant factor in the overall cost of aggregates (majority, roughly 97%, is moved by trucks)
 - There are benefits (financial, environmental) to having sites close to where the aggregates are used
- The quality of aggregate deposits varies, and not all aggregate is suitable for all purposes
 - For example, the type of rock needed to make cement is different from the type of rock used in asphalt pavement



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*SAROS, Paper 2, 2009

Ontario's Legislation Affecting Aggregate Resources

Primary legislative framework for regulating aggregate resource extraction in Ontario



Aggregate Resources Act

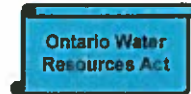
On private land, municipalities also manage land use planning through approvals under the *Planning Act*



Planning Act

*For a licence to be issued under the ARA, zoning must allow for the activity.

Many other pieces of legislation may influence aggregate operations, for example,



Ontario Water Resources Act



Environmental Protection Act



Endangered Species Act

7

Aggregates Resources Act Policy Framework



Aggregate Resources Act
Provides legislative framework, regulation making authority and overall requirements for pits and quarries



Regulation
Sets reporting deadlines, annual fees, areas where private land is subject to Act, requires compliance with Provincial Standards



Provincial Standards
Provides application requirements for new sites (e.g., consultation requirements/ timeframes, technical studies), standard operating rules, self-compliance reporting requirements



Policies & Procedures
Provides guidance / direction on the implementation of the Act, regulations and Provincial Standards

8

Aggregate Resources Act Instruments

Instrument		Total (2014)	Total (2015)	Total (2016)
Private Land	Licences			
	Class A: >20,000 tonnes / year	2,272	2,287	2,305
	Class B: <20,000 tonnes / year	1,417	1,399	1,391
Private Land	Wayside Permits			
	Temporary approval for municipal road projects	1	1	2
Temporary approval for Ministry of Transportation road projects				
Crown Land	Aggregate Permits			
	Aggregate permits (includes MTO permits)	2,649	2,644	2,586
TOTAL		6,339	6,311	6,284

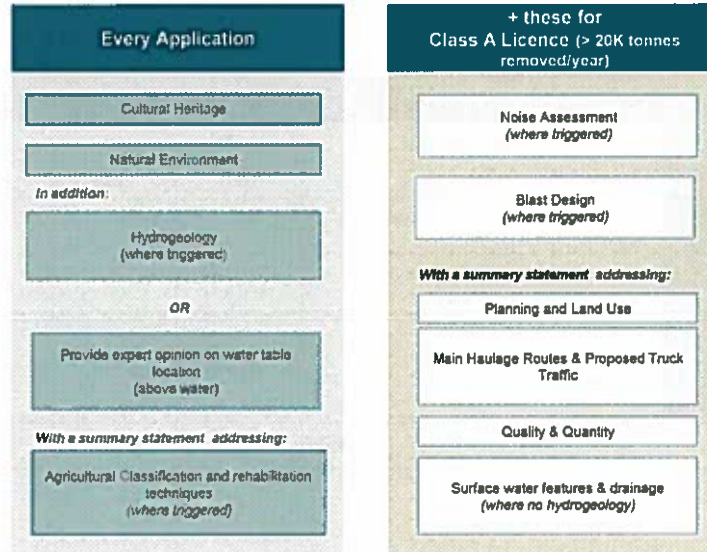
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Aggregate Resources Act Approvals

- MNR issues all approvals *except* where the aggregate is only for provincial road use (*MTO issues aggregate and wayside permits for their road projects*)
 - > Private Land: Licences (Class A, Class B), Wayside Permits (for temporary public authority road projects)
 - > Crown Land: Aggregate Permit
- **On Private Land** - Licence issuance/refusal decisions: Minister decides (if there are no outstanding concerns). Otherwise MNR refers for a hearing at Ontario Municipal Board (Board directs Minister on whether to issue/refuse licence).
- **On Crown Land** - Aggregate and Wayside Permit issuance/refusal decisions: MNR decides, no appeal

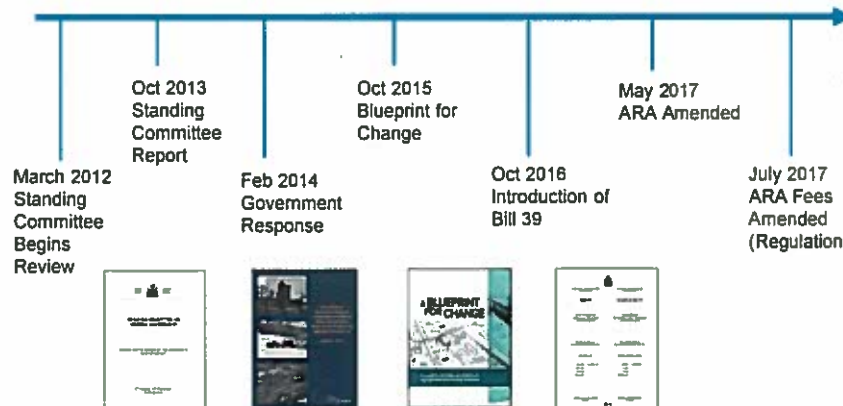
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Current Studies and Information



11

Aggregate Resources Act (ARA) Review



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Examples of Possible Future Regulatory Changes (as proposed in Blueprint)

Topic	Description
Applications	Enhance application study requirements: natural environments, water, cultural heritage, noise, traffic, dust, agricultural lands; enhance / update summary statements, plain language requirements, site plan information requirements, prescribed conditions
Notification and Consultation	Update timeframes and requirements for notification and consultation; update and enhance communication requirements for applications
Custom Plans	New process and requirements for custom plans for notification/consultation (large sites and extraction for bed of lake/river) and studies (extraction from bed of lake/river)
New Application "Types"	Create new application requirements for requests to lower extraction depth below the water table, for small, temporary extraction on farms and for extraction of pre-existing stockpiles of Crown aggregate
Permit-by-Rule	Establish eligible activities and conditions or rules that must be followed related to use of "permit-by-rule" provisions (i.e., personal use)
Studies/Info on Existing Sites	Process for requesting information and studies on existing sites
Site Plan Amendments	Updates and enhancements to site plan amendment process; self-filing of minor site plan amendments
Records and Reporting	Enhance requirements for record-keeping, rehabilitation and compliance reporting
Other	Updates to definitions; administrative updates; moving some details from legislation to regulation.

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ARA Regulation: Fees

- July 2017, Regulation 244/97 under the ARA was amended to increase, equalize and index annual aggregate fees and royalties
- These changes are a first step in a broader review of aggregate fees and royalties
- The amendments include:
 - Increased aggregate fees to adjust to inflation
 - Increases to the portion of licence fees municipalities get to help address impacts aggregate hauling can have on municipal road infrastructure
 - Adjustments to annual fees so that operations on Crown land will pay the same fees as those on private land
 - Phasing in royalty charges for existing mining sites that also produce aggregates
 - Indexation of annual fees and royalties so rates would automatically increase with inflation in the future
- Some changes came into force starting on January 1st, 2018 and others will come into force on January 1st, 2019

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Changes to Private Land Annual / Issuance Fees

Authorization Type	Fees on 2017 Production	Fees on 2018 Production	Fees on 2019 Production
Class A Licence (private land)	11.5 cents / tonne or \$400, whichever is greater	19.8 cents / tonne or \$689, whichever is greater	2018 fee + inflationary adjustment
Class B Licence (private land)	11.5 cents / tonne or \$200, whichever is greater	19.8 cents / tonne or \$344, whichever is greater	2018 fee + inflationary adjustment
Wayside Permit (issuance fee)	11.5 cents / tonne or \$400, whichever is greater	19.8 cents / tonne or \$689, whichever is greater	2018 fee + inflationary adjustment

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Changes to Crown Land Annual Fees

Authorization Type	Fees on 2018 Production	Fees on 2019 Production
Aggregate Permit (Crown land) – where permit conditions authorize removal of <u>more than</u> 20,000 tonnes per year	19.8 cents / tonne or \$689, whichever is greater (Plus annual royalty charge)	2018 fee + inflationary adjustment (Plus annual royalty charge)
Aggregate Permit (Crown land) – where permit conditions authorize removal of 20,000 tonnes or <u>less</u> per year	19.8 cents / tonne or \$344, whichever is greater (Plus annual royalty charge)	2018 fee + inflationary adjustment (Plus annual royalty charge)

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Distribution of Fees

Where Fees are Distributed	Distribution of Fees Collected on 2018 Production (and onwards)	
	Proportion	\$
Aggregate Resources Trust (for rehabilitation and research)	3%	0.8 cents/ tonne
Local Municipality (i.e., lower tier or single tier) in which site is located	61%	12 cents/ tonne
Upper Tier Municipality (e.g., County or Region)	15%	3 cents/ tonne
Crown (min.)	21%	4.2 cents/ tonne
TOTAL	100%	19.8 cents/ tonne

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Next steps:

- Now that changes to legislation are in place, the ministry is working on preparing more detailed proposals for regulatory changes as proposed in our earlier document, A Blueprint for Change
- We intend to move forward with consultation on more detailed proposals for regulatory changes as the next phase of the review

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Part B – Designation

19

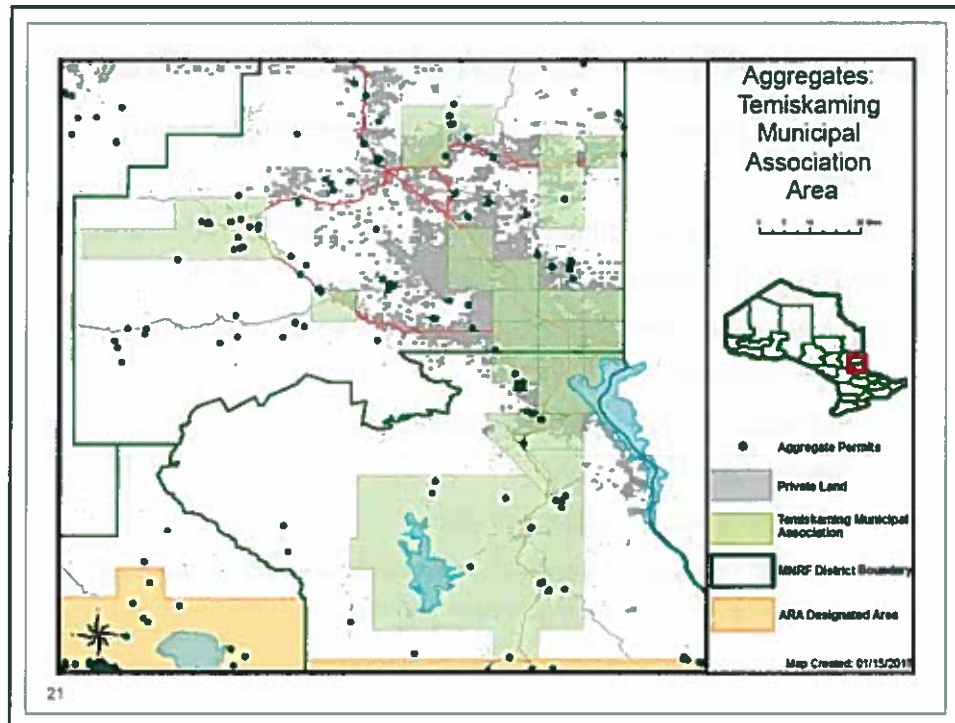
Where does the Act apply?

- All Crown land in the province
- Private land and Crown within the green area (designated area)



Designated areas include all of southern and central Ontario, extending just north of Sault Ste. Marie, Sudbury and North Bay, and also includes areas around Thunder Bay and Wawa.

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Designation of Private Land

- Geographic areas where private land is subject to the Act are listed in the regulation (O. Reg. 244/97)
- New areas are listed through regulation amendment processes
- Ontario has been phasing in the designation of private lands over time (18 designations since 1971)

Designation: Licencing Operations

- Pre-existing sites eligible for streamlined licensing (see next slide)
- Once an area is designated, new pits and quarries in that area are required to apply for and obtain a licence to operate
- Applications for new sites are subject to a set of mandatory rules and requirements, which include:
 - Submitting site plans and technical reports
 - Ministry / agency circulation
 - Public notification/engagement; and
 - Potential hearings on unresolved issues (Ontario Municipal Board – soon to be “Local Planning Appeal Tribunal”)

23

Designation: Existing operations

- Special rules exist in the Act for pre-existing operations when private land becomes designated
- The province does not generally consult on the designation of new areas because the Act contains a streamlined licencing process for operations that existed prior to designation

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Designation: Existing operations

- Transition provisions recognize that a pre-existing pit/quarry has a legitimate right to continue operating, only if:
 - 1) Municipal Zoning bylaws do not prohibit the site from being used for the making, establishment or operation of a pit / quarry; and
 - 2) The site meets the definition of 'established' in the Act by:
 - Having removed a substantial amount of aggregate within the 2-year period immediately prior to the date of designation (can be another period if regulation provides for it), or
 - Having a mining lease in place throughout the 2 years immediately prior to the date of designation

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Designation: Existing Operations

- Established operations can operate for up to 6 months after the date of designation:
 - If they apply for a licence during the first 6 months, they can continue to operate for another 6 months (licence generally issued before the first anniversary of designation)
- If zoning compliance is in doubt, the Minister notifies the applicant who can then submit an application, within 30 days, to the Ontario Superior Court to seek a judgment

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Designation: Existing Operations

- Established operations that do not apply within the first 6 months must stop operating by the end of the 6 month period, but still have options:
 - 1) Apply for a licence anytime up to two years after the date of designation (cannot operate in the meantime). Site plan and technical reports are required, but no requirements for public consultation or Board hearings
 - 2) Cease operations permanently. These sites would qualify for the Management of Abandoned Aggregate Properties (MAAP) Program
 - 3) Apply for a new licence after 2 years, and follow the full application requirements of a "new" operation

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Established sites: Application Requirements

Timeline	Requirements
Within 6 Months of the Date of Designation	<ul style="list-style-type: none"> • Licence is granted if the operation meets the legal criteria (meet the definition of 'established' and location is in compliance with zoning) • No technical studies or public consultation; however, a site plan is to be submitted, if available, or an acceptable sketch of the site • Operation is subject to requirements under the Act, some or all of these requirements may be new to the operation, including: the requirement to rehabilitate the land, produce a site plan and operate in accordance with that plan, pay fees, submit annual production and compliance reports, etc • Ministry outlines the site plan requirements, which typically follow the current Standards (e.g., water table needs to be identified, operational conditions outlined, such as hours of operation or previously rehabilitated areas, etc.) • Once licence is issued, operation is treated the same as any new site -- must follow the rules that are set out in the Act, the regulations, the site plan and the conditions of the licence • The ministry does have the ability to require changes to a site plan to impose new rules (with tribunal hearings) after a licence is issued

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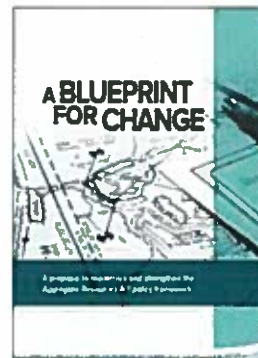
Established sites: Application Requirements

Timeline	Requirements
If after 6 months – 2 years from the Date of Designation	<ul style="list-style-type: none"> • Site plan and technical reports required • No public consultation required (no hearing provision) • Issuance of licence not guaranteed • Cannot operate unless licence granted • Once licence is issued, operation is treated the same as any new site (i.e., must follow the rules that are set out in the Act, the regulations, the site plan and the conditions of the licence)
After 2 years	<ul style="list-style-type: none"> • Subject to same application process as any new site in a designated area.

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Potential Changes

- Proposal to expand the definition of “established” (i.e., requirement to have removed substantial material within previous 2 years) for existing operations in newly designated areas to better accommodate northern markets



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Next steps:

- The ministry continues to have the long term goal of designating the remaining areas of the province to ensure that all aggregate operations are subject to the same rules and regulations

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Questions?

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A WAY NORTH: A CAMPAIGN TO REVIVE ONTARIO NORTHLAND RAIL PASSENGER SERVICE

All Aboard Northern Ontario, a grassroots citizens' advocacy group, is developing a conceptual plan to identify the requirements for recreating a viable and sustainable Toronto-North Bay-Cochrane rail passenger service, as well as needed improvements to other rail and intercity bus services across Northeastern Ontario.

With a population of approximately 750 000 people (north of Toronto), the route of the discontinued *Northlander* is arguably one of the most densely populated corridors in Central and Northeastern Ontario. Yet, due to significant reductions in rail, bus, and air services since 1990, many of the region's seniors, students, and medical patients are faced with fewer intercommunity transportation options required to travel many hundreds of kilometres, resulting in an increased level of isolation.

Utilizing the services and expertise of veteran railway consultant Greg Gormick, All Aboard Northern Ontario will present a practical and credible transportation solution to make the case for a revived passenger train service throughout the corridor previously served by the discontinued *Northlander*.

The concept plan must ask and answer these basic questions:

- (1) Why was the *Northlander* discontinued?
- (2) How can the issues leading to the *Northlander's* discontinuance be overcome?
- (3) What are the equipment and service options for a revived service?
- (4) How much will it cost to revive the Toronto-North Bay-Cochrane service?
- (5) How long will it take to revive this service?
- (6) What are the steps necessary to make this happen?
- (7) How can Northern Ontarians assist in making this happen?

OBJECTIVES

- Present the short-, mid- and long-range scenarios for the reinstatement of service on the route of the former *Northlander*, with the Ontario Northland Transportation Commission (ONTC) as the service provider
- Identify one-time investments and ongoing funding needed to fulfill this service (including, but not limited to, equipment purchases, rail infrastructure upgrading and capacity expansion, and day-to-day operation of the train)
- Identify the region's existing public transportation services and how they will compliment and feed the revived ONTC rail service
- Utilize this concept plan to mobilize elected officials and the general public

EXPENSES

- Data collection and research
- Preparation of a conceptual plan and PowerPoint presentation
- Promotion of the concept through town hall meetings
- Media outreach
- ONTC outreach
- Engagement with municipal, provincial and federal politicians, and candidates
- Travel-related expenses for the town hall and political engagement aspects of the project, including:
 - Lodging
 - Travel costs
 - Promotion
- Hall rentals for public meetings in: District of Cochrane
District of Temiskaming
District of Nipissing
District of Parry Sound (Almaguin)
District of Muskoka
Preliminary Budget: \$10,000

SUCCEES TO DATE

Within three months of launching All Aboard Northern Ontario, the organization has accumulated nearly 300 subscribers and 117+ social media followers. We have gained mainstream media attention across the province (see attachments).

Opposition parties at Queen's Park have identified the revival of rail passenger service in Northeastern Ontario as a priority in their platforms, and All Aboard Northern Ontario has played a role in stimulating this interest and commitment.

In short, the timing for the development of a concept plan to facilitate the reinstatement of an ONTC rail passenger service couldn't be better.

The concept plan is vital to All Aboard Northern Ontario's drive to reach out to the public and the media, demonstrating to our elected officials and candidates how modern, affordable and reliable rail passenger service in Central and Northeastern Ontario can and should be an effective transportation solution for our region.

Yours sincerely,

Éric Boutilier,
Founder,
All Aboard Northern Ontario.

January 25, 2018



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, November 15, 2017, 5:30 p.m.
at the NEOFACS Boardroom – 40 Third Street, Englehart

PRESENT: Jim Whipple – Chair; Arianna Misener; Cliff Fielder; Norm Mino; Patricia Hewitt; 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; Kelly Black, Social Housing Manager; Mark Stewart, Director of Client Services

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 # 2017-80 MOVED by Norm Mino and SECONDED by Cliff Fielder

THAT the agenda of the regular meeting of the Board held on November 15, 2017 be approved as amended, with one addition:'

6.8 Cheque Signing Authority Policy

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2017-81 MOVED by Arianna Misener and SECONDED by Tina Sartoretto

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

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 OTHER BUSINESS

6.1 Approval for Selling Retired Ambulance via Public Closed Bid

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

Resolution # 2017-82 MOVED by Tina Sartoretto and SECONDED by Cliff Fielder

THAT the Board approve a request from the EMS Paramedic Chief for the sale of a retired ambulance by means of a public closed bidding process.

CARRIED.

6.2 Co-location Capital Project – Final Payment

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

Resolution # 2017-83 MOVED by Norm Mino and SECONDED by Arianna Misener

THAT the Board approve the third and final payment of Five hundred & thirty two thousand dollars (\$532,000.00), which is the last twenty percent (20%) of the Conditional Grant, to paid to North Eastern Ontario Family And Children's Services (NEOFACS) upon receipt by the DTSSAB of proof of one hundred percent (100%) completion of construction/renovation of the Hub/ Child Care Centre for the Premise.

CARRIED.

6.3 Child Care 2018 Budget

Dani Grenier-Ducharme, Children's Services Manager, presented this item for information and for discussion.

6.4 Ontario Works 2018 Budget

Mark Stewart, Director of Client Services, presented this item for information and for discussion.

6.5 Program Support/Board 2018 Budget

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

6.6 2018 Board Meeting Schedule

Don Studholme, CAO, presented this item for information.

6.7 CAO Report

Don Studholme, CAO, presented this item for information.

6.8 Cheque Signing Authority Policy

Don Studholme, CAO, presented this item for approval.

Resolution # 2017-84 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt

THAT the DTSSAB Board approve the amended Cheque Signing Authority Policy # FM-01 as presented.

CARRIED.

7.0 ADJOURNMENT / NEXT MEETING

Resolution # 2017-85 MOVED by Norm Mino and SECONDED by Arianna Misener

RESOLVED THAT the Board meeting be hereby adjourned at 7:06 p.m.

AND that the next meeting be held on December 13, 2017, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Jim Whipple, Board Chair

Dec 13, 2017

Date

Recorder: Lise Gauvreau

1. CALL TO ORDER

Meeting called to order at 1:59 P.M.

2. ROLL CALL

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

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation CS-2017-058

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the December 14, 2017 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2017-059

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the November 27, 2017 meeting be approved as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS/PRESENTATIONS

- None

8. NEW BUSINESS

8.1 2018 Final Budget Review

The Treasurer highlighted the changes within the 2018 Budget.

Recommendation CS-2017-060

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby endorses the 2018 Budget as presented and recommends that it be presented to Council at the December 19, 2017 regular Council meeting.

CARRIED

9. ADMINISTRATIVE REPORT

- CS-045-2017 Health and Safety Policy and Program – Presented for information purposes as part of the annual Health and Safety Act Review.

10. CLOSED SESSION

Recommendation CS-2017-061

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee convenes into Closed Session at 2:30 p.m. to discuss the following matter:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations or employee negotiations.

- Negotiations
- Enterprise Temiskaming

CARRIED

Recommendation CS-2017-062

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 2:58 p.m.

CARRIED

11. SCHEDULE OF MEETINGS

- To be determined

12. ADJOURNMENT

Recommendation CS-2017-063

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 2:59 p.m.

CARRIED

CHAIR

RECORDER

1.0 CALL TO ORDER

The meeting was called to order at 10:53 A.M.

2.0 ROLL CALL

- | | |
|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input checked="" type="checkbox"/> Chris Oslund, City Manager |
| <input checked="" type="checkbox"/> Councillor Doug Jelly | <input checked="" type="checkbox"/> Councillor Danny Whalen |
| <input checked="" type="checkbox"/> Doug Walsh, Director of Public Works | |
| <input checked="" type="checkbox"/> Mitch Lafreniere, Manager of Physical Assets | |
| <input checked="" type="checkbox"/> Steve Burnett, Technical and Environmental Compliance Coordinator | |
| <input checked="" type="checkbox"/> Airianna Misener, Executive Assistant | |

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- 10.2 CDM Plan / Greenhouse Gas Plan, 10.3 Culvert Steamer Replacement

4.0 ADOPTION OF AGENDA

Recommendation BM-2018-001
Moved by: Councillor Doug Jelly

Be it resolved that:
The Building Maintenance Committee Meeting Agenda for the January 18, 2018 meeting be adopted as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-002
Moved by: Mayor Carman Kidd

Be it resolved that:
The Building Committee Meeting minutes of November 27, 2017 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- None

8.0 PRESENTATION

- None

9.0 UNFINISHED BUSINESS

9.1 PFC

Discussion:

Engineering work for the Mechanical room upgrades at the Pool Fitness Centre is on-going. The upgrades are scheduled to begin the week of August 13, 2018. Mitch Lafreniere is anticipating a draft RFP to be released within the next four weeks.

9.2 Building Division Staff Update

Discussion:

Mitch Lafreniere made the committee aware of the following issues that have occurred in various Municipal buildings:

- River Side Place heating
- Haileybury Arena boiler
- New Liskeard Community Hall frozen sewer Line
- New Liskeard Medical Centre frozen water line
- Haileybury Sewer Treatment Plant Fire update
- New Liskeard Arena water line failure and frozen condenser
- New Liskeard Library water in basement
- Dymond Hall Upstairs washroom upgrades completed

9.3 DFO Property Erosion

Discussion:

Original contact is no longer with the DFO. Mitch is awaiting follow up.

9.4 New Liskeard Library – Update

Discussion:

The parapet wall is nearing completion. Flashing remains to be installed, noted Mitch. A tour of the New Liskeard Medical Centre will be scheduled with the Library Board.

10.0 NEW BUSINESS

10.1 2018 Capital projects – Update

Discussion:

Mitch Lafreniere provided an update on the following Capital projects:

- Engineering for the PFC mechanical room is on-going.
- RFP for the Sweeper Truck closes on February 13, 2018.
- Tender for the Sidewalk Machine is on-going.
- RFP for the Pumper Tanker was released.

10.2 CDM Plan / Greenhouse Gas Plan

Discussion:

Mitch Lafreniere made the committee aware of recent regulations through the Ministry of Energy that mandates public agencies to report annually to the Ministry on their energy use and greenhouse gas (GHG) emissions and to develop a five year conservation and demand management plan. These plans are to be made publically available and updated every five years beginning in 2019.

In order to meet compliance by 2019 Mitch Lafreniere suggested that the City move forward with hiring a consultant to develop the plan. As this item was not included within the budget Mitch was seeking the committee's feedback. The committee directed staff to investigate possible funding options and to further discuss the requirements.

10.3 Culvert Steamer replacement

Discussion:

Mitch advised that the department will be utilizing operating dollars to purchase a refurbished Culvert Steamer in order to replace a broken unit.

11.0 ADMINISTRATIVE REPORTS

- PW-001-2018: Blower Attachment Award

Mitch Lafreniere recommends awarding to the lowest bidder. Mitch will discuss surplus options with the Treasurer.

12.0 CLOSED SESSION

- None

13.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for February 22, 2018 at 10:30 A.M.

14.0 ADJOURNMENT

Recommendation BM-2018-003

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:30 A.M.

Carried

CHAIR

RECORDER

2018 ROMA Conference Report to Council – Councillor Whalen

It is important to recognize that the ROMA conference is somewhat different from others in that no emphasis is put on banquets or events other than speakers, information sessions and opportunity to meet with Ministers, The Premier and our peers.

I was able to attend information sessions on Hinterland Heroes a Canada 150 project, Partnerships for local libraries, Risk Management for Municipalities, Changes to Waste Management and Disaster Control for Municipalities.

On behalf of the City and along with Mayor Kidd and Councillor Jelly, we had delegations with Minister Gravelle from the Ministry of Northern Development and Mines. This meeting centered on the City's plan for Grant Drive, economic development and opportunities forthcoming as well as a brief discussion in regards to The Earleton Timiskaming Regional Airport and the current funding application to the Northern Ontario Heritage Fund. Our delegation was well received by Minister Gravelle who always seems to have a genuine interest in northern Ontario and the City of Temiskaming Shores.

We also held a delegation with Minister McGarry, Minister of Transportation. This delegation again made the Minister aware of our Grant Drive extension and the importance to current economic development stemming from this extension.

The Minister was aware of the project and encouraged both the City and her staff to continue to work together on the project. We also brought her an information package on the 2 + 1 Highway option and again she had been briefed on the option and as well every one of her staff seemed to be fully aware of what we were proposing and our request for a pilot project. She had questions for us and our projects and talks were two sided and informative. Again she encouraged both the City and her staff to continue and asked that she be kept fully updated on our progress.

Our third city delegation was with the Parliamentary Assistant to the Minister of Finance. The delegation was in regard to our OMPF funding and perceived shortfalls with the calculations. It was fortunate that I had previously spoken to Yvon Baker on these shortfalls two years ago when I first voiced my concerns to Council and started my own review of the numbers and calculations. He was very open to discussions and assured us that a meeting could and will be arranged between ministry and city staff to review the calculations and formulas used to achieve the allocation. There were numerous questions from the Province's side of the table about our position and our calculations and understanding of the OMPF.

The city was also invited to sit with the Minister of Energy, Thibeault both as energy minister and an MPP from Northeastern Ontario. Discussions were wide ranging and included BioFuels and wood waste as an alternative, energy costs, health care and transportation of health care service users, airport development and future needs, agriculture and others.

From a city perspective the four delegations were very well received by each of the ministries and I feel we should continue to pursue each of the subjects. I am extremely interested in the discussions regarding the OMPF as I think there are other areas of service that can be adapted to both fund and supply by way of the OMPF.

While at the conference I also attended the Multi Ministerial Delegation as a FONOM Director. This delegation included talks with The Premier and Ministers of Energy, Transportation, Health, Natural Resources and Forestry, Education, Municipal Affairs, Northern Development and Mines, Community Safety and Correctional Services. The discussions were on behalf of all 110 municipalities represented by FONOM including the City of Temiskaming Shores. Topics included Local Share, Railway Rights of Way Property Taxation, Cannabis Legislation, Tax Sale Court Procedures, Electricity Pricing for Municipal Facilities, Public Health Units, Fire Medic Services, Endangered Species Act, Connecting Links and Ring of Fire.

I want to thank Council for allowing city participation at the conference. Of great interest and this I notice more and more as time passes, the City is well recognized by both the government of the day, opposition parties and most importantly by ministerial staff.

It is extremely satisfying to walk into a room with the Premier and her Ministers and be met by name and how they admire the work of city Council.

Subject: Timiskaming Community
Hub Partnership

Report No.: CGP-002-2018
Agenda Date: February 5, 2018

Attachments

- Appendix 01:** Collaborative Agreement – OTF People at the Centre
Appendix 02: Work plan - OTF Proposal Inclusive Par
Appendix 03: Visual Governance & Decision Making

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-002-2018;
2. That Council supports Health Nexus' application to the Ontario Trillium Foundation for funding of the two and a half year People at the Centre Project; and
3. That Council agrees to partner with Health Nexus conditional on successful funding from the Ontario Trillium Foundation to host a staff person in Temiskaming Shores to enable the development of the People at the Centre Project.

Background:

The City has worked with the District of Timiskaming Social Services Administration Board (DTSSAB) and many other community partners to create a Community Hub in Timiskaming to service clients who require services from social service entities in a more simple and one stop manner.

The group held a conference in the community in January 2017 that brought together over 100 representatives from community services, government agencies and interested individuals.

At the conference, it was suggested that the existing committee of service providers look at how services could be offered in a more streamlined way and in one location so that they were easier for community members to access.

Analysis:

The local community hub committee has continued to meet to discuss how the community hub would best work to support the needs of the community. Obviously,

the area is large and has many social services organizations spread out across the entire district.

The committee decided that hosting monthly meetings with members who are already busy with their day to day activities and roles with their current organizations was not resulting in the change necessary to create a better service quality for their clients. For this reason, it was recommended that the group partner with Health Nexus and the Etobicoke Community Hub Committee to look at how the partners could work better as a group to create change in their communities through a project named People at the Centre.

The partnership project will allow the three organizations to work together with Health Nexus as the lead providing advice, leadership and funding through the Ontario Trillium Foundation (OTF) to support the growth and development of the two regional community hubs in Etobicoke and Timiskaming. Attached as Appendix 1 is the Collaborative Agreement that the City will be required to sign with Health Nexus.

This larger partnership would allow for the creation of a staff position in both Etobicoke and Timiskaming along with a coordinator position with Health Nexus so that the community hubs have a process in place and some funding to do activities in the two regional areas to build support of the two new hub processes.

Health Nexus has applied to the OTF for support of the project under the Collective Impacts Program. Should the application be successful, Health Nexus will be the recipient of the funding and the City will be a fee for service partner. We would hire and host the project staff person for the duration of the project which is scheduled from September 2018 to April 2020. Attached as Appendix 2 is the Work plan - OTF Proposal Inclusive Partnerships that was provided to OTF as part of the application.

The direction for the staff would come from the local community hub committee and would be managed by the coordinator at Health Nexus. Most of this management will be done by telephone and email. Some day to day direction would be provided by the City's Economic Development Officer. Attached as Appendix 3 is Visual Governance & Decision Making model that will be used by the partners to implement the project.

Alternatives

Other members of the local community hub committee were asked to consider being the lead agency for the region, however most members felt that either the City or DTSSAB should be the lead. DTSSAB declined the leadership role as they felt that much of the benefit will be in Temiskaming Shores and that may not suit some of their member partners.

Financial / Staffing Implications

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

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

The City will hire a coordinator for a period of 2 ½ years. There will be no net cost to the City as we will be able to bill back the payroll and payroll burden costs to Health Nexus as part of the overall project. The City would use some existing staff time to administer the payroll and provide oversight of the project staff person.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

James Franks
Economic Development Officer

Christopher W. Oslund
City Manager

Collaborative Agreement

Appendix 01
CGP-002-2018
February 6, 2018

1. Purpose of the Project

The Inclusive Partnerships: People at the Centre project will build and solidify community voice and influence within established partnership efforts for community services hubs in Central Etobicoke (Toronto inner suburbs) and Timiskaming (NE Ontario).

The goals of the project are to:

- Build community members' awareness and engagement with hub service planning and governance;
- Co-design and co-facilitate annual community engagement strategy and service planning days;
- Conduct local activities that build community voice and influence within hub service planning/governance;
- Develop new tools to support collaborative leadership in practice;
- Share learnings across the province through newsletter and webinar events.

2. Joint Objectives

- To increase community engagement awareness and skills among all hub partners (non-profit, government, private sectors)
- To promote the adoption of policies and practices that sustain community voice and influence within planning and governance structures over the long term.
- To combine the collective local knowledge and connections of member organizations within each hub partnership with supportive expertise and province-wide networks.

3. Time frame

The term of this agreement is from 2017-09-27 (application date) to 2020-04-02 (end at the completion of the proposed Ontario Trillium Foundation grant)

4. Specific Roles and responsibilities of partners

Lead Organization

Health Nexus will play the role of the Lead Applicant and take responsibility in the OTF Grant Contract for the accountability and management of your project. Health Nexus will provide administration, accounting and technical services and reporting requirements. Health Nexus will leverage its expertise regarding collaborative and inclusive leadership approaches with its bilingual province-wide community services and health promotion networks to ensure that project experiences, new knowledge and tools are shared widely across the province with hundreds of organizations interested in gaining awareness, tools and skills for more equitable, collaborative and effective community engagement.

Health Nexus will hire and supervise a full-time Health Promotion Consultant to coordinate and lead overall project service delivery and evaluation strategy and implementation. Health Nexus Health Promotion Consultant will mentor, coach and collaborate with the project's local Community Coordinators to design and implement local community engagement, community voice and influence activities, co-create new knowledge mobilization tools, co-design knowledge dissemination activities, and evaluate the project.

Collaborative Agreement

Key Health Nexus representatives:

Name	Title	E-mail Address	Phone
Barb Willet	Executive Director	b.willet@healthnexus.ca	416-408-2249
Gillian Kranias	Health Promotion Consultant	g.kranias@healthnexus.ca	416-408-2249

Partners

Central Etobicoke Community Hub Working Group (CECH-WG) is a 27 multi-sectoral member group. The CECH-WG Coordinating Committee will hire & supervise a Community Coordinator to engage community citizens in inclusive planning and decisions. CECH-WG will provide office space, meeting space and actively participate in equity-seeking community engagement, gatherings, and knowledge mobilization activities.

The Central Etobicoke Community Coordinator will focus on outreach and promotion of community voice to influence planning and decisions. They will also collaborate to guide the project, and contribute to specific tool development, specific knowledge dissemination activities, and project evaluation activities.

The Community Coordinator will take direction from the CECH-WG Coordinating Committee, responding to the priorities of the overall Working Group.

Key Central Etobicoke Community Hub representatives:

Name	E-mail Address
Brian Macintosh	bwmcintosh4@gmail.com
Jack Fleming	jdf@flemingadvisors.com

South Timiskaming Community Hub Committee is an 18 multi-sectoral member group. This Committee will hire and supervise a Community Coordinator to engage community citizens in inclusive planning and decisions. The Municipality of Temiskaming will take the lead role for the South Timiskaming Community Hub Committee to provide office space, meeting space and actively participate in equity-seeking community engagement, gatherings, and knowledge mobilization activities.

The Timiskaming Community Coordinator will focus on outreach and promotion of community voice to influence planning and decisions. They will also collaborate to guide the project, and contribute to specific tool development, specific knowledge dissemination activities, and project evaluation activities.

Key Timiskaming Community Hub representatives:

Name	E-mail Address
James Franks	jfranks@temiskamingshores.ca
Dani Grenier-Ducharme	ducharmed@dtssab.com

5. Roles, Responsibilities and Project Leadership

Specific areas of decision-making are as follows:

- a) **Health Nexus**

Collaborative Agreement

- **Role:** Overall accountability and management of project administration, accounting and technical services and reporting requirements to the funder.
- **Membership:** ED and Board of Directors

b) Project Steering Committee

- **Role:** Strategic Decision-making at a provincial level for overall project activities, especially provincial knowledge mobilization and knowledge dissemination activities.
- **Membership:** Health Nexus manager, 2-3 representatives from Central Etobicoke Partnership, 2-3 representative from Timiskaming Partnership, HP Consultant (Health Nexus), Community Coordinator (Etobicoke), Community Coordinator (Timiskaming).
- **Meeting Frequency:** Will vary during different project phases. 3-5 meetings per year through by Adobe Connect (option to join at Health Nexus offices)
- **Coordination and Communications Leads:** HP Consultant (Health Nexus) overall
- **Decision-making:** Periodic oversight of the overall project activities within the collaborative framework.

c) Local Hub Partnerships

- **Role:** Local level strategic and operational decision-making with regards to local project activities (e.g. community engagement, community voice and influence activities,
- **Meeting Frequency:** members meet regularly through in-person meetings

d) Project Team

- **Role:** Collaborate to design and implement local community engagement, community voice and influence activities, co-create new knowledge mobilization tools, co-design knowledge dissemination activities, and evaluate the project.
- **Meeting Frequency:** Meet regularly and as needed through Adobe Connect (option to join at Health Nexus offices)
- **Coordination/Communication:** led by the Consultant and Community Coordinators. Decision-making: Everyday implementation of the project within the collaborative framework.

e) People at the centre Subcommittee of the Hub Partnership group

- **Role:** Liaise between partnership group and project steering committee
 - **Membership:** 2-3 member reps
- **Meeting frequency:** 3-5 meetings per year for 2 yrs.

6. Decision-making and conflict resolution process

Hiring decisions:

Collaborative Agreement

One representative from each partnership will participate on the interview committee when hiring the Health Promotion Consultant with Health Nexus staff. Health Nexus will make final decision on HP Consultant. Health Nexus staff will support each local partnership with the coordination of the recruitment and hiring process. Health Nexus rep will sit as a participant on the hiring committee. Each community coordinator would be hired by a small committee of representatives named by the local partnership.

Day to day Operations:

Day-to-day operational decisions will be led by the Consultant and Community Coordinators. These staff will have some authority regarding the everyday implementation of the project within the collaborative framework of decision-making.

Decisions about the direction program will take:

Decisions will be made by consensus (i.e., all parties in the partnership agree that all important perspectives have been noted and considered, and parties are agreeable to move forward with the decision.) Steering Committee will provide periodic oversight of the People at the Centre project within the collaborative framework.

Policy Decisions:

Decisions will be made by consensus (i.e., all parties in the partnership agree that all important perspectives have been noted and considered, and parties are agreeable to move forward with the decision). Only with regards to policies specific to the People at the Centre project: Depending on the level of the policy, different decision making committee levels.

Work Planning decisions:

Work Planning decisions are only with regards to activities specific to the People at the Centre project: Depending on the level of the activity, different decisions will be made at the relevant committee levels. Decisions will be made by consensus (i.e., all parties in the partnership agree that all important perspectives have been noted and considered, and parties are agreeable to move forward with the decision).

How conflict is resolved

In order to support success, partners agree to give due attention to communications, decision-making and the management of any conflicts within the scope of this partnership. If concerted efforts (e.g. 1-2 meetings) are unable to resolve a conflict, the partners will seek a bilingual outside facilitator to support dialogue and resolution.

In order to support success, partners agree to give due attention to communications, decision-making and the management of any conflicts within the scope of this partnership. If concerted efforts (e.g. 1-2 meetings) are unable to resolve a conflict, the partners will seek a (bilingual if requested by one of the parties in the conflict) outside facilitator to support dialogue and resolution. The responsibility for any conflict which cannot be resolved through this step lies with Health Nexus in its role as lead sponsor organization.

Human Resource departments or clear “personnel committee” can be consulted by the staff and if requested act as mediators. If the conflict cannot be resolved through this avenue, it could be taken through Health Nexus processes for resolution.

Collaborative Agreement

7. Communication amongst members

All partners agree to:

- a) Communicate in an open and timely manner with the project team members and discuss any emerging concerns (about process or content) at the earliest time possible.
- b) Maintain professional and ethical conduct in all project activities.
- c) Attend all project meetings, or send an alternate, or otherwise ensure that n meetings.

Attendance and minutes from the Project steering committee will ensure communications between staff, Health Nexus and each Hub Partnership Group.

The Local Partnership representatives and the Community Coordinators act as liaison and are responsible for informing and facilitating collaboration between the Project Steering Committee and the Local Partnership Groups. In order to do this, they may request assistance from the HP Consultant.

The HP Consultant is responsible for ensuring the minutes and other communications are meeting the needs of local partnerships, and responding to requests for communications assistance from the Community Coordinators and partnership reps.

Minutes of meetings and event and activity notices will be shared electronically through email. A shared project document folder will be developed to maintain documents.

A bilingual electronic newsletter will share highlights, event schedules and resource exchange. Newsletter and resources will be maintained on the Health Nexus website – www.healthnexus.ca

8. Management of funds:

Health Nexus is designated by the collaborative to sign and be responsible for the Grant Contract signed with the Ontario Trillium Foundation (OTF). Health Nexus will accept the funds and assume responsibility for fiscal accountability and all other required reporting. Health Nexus prepares the financial reports for the Ontario Trillium Foundation and the collaborative.

9. Review and renewal of Collaborative Agreement

The Collaborative Agreement will be reviewed upon funding approval, April 2018 and one-year into the project in April 2019.

10. Appendices

- Proposed work plan
- Visual of Governance and Decision Making Structure

Collaborative Agreement

Signatures

“We hereby acknowledge having read the above and agree that it constitutes the agreement between us. We have authority to sign for our respective agencies to this effect.”

_____	_____	_____	_____
Name	Title	Signature	Date

_____	_____	_____	_____
Name	Title	Signature	Date

<u>Maureen McDonald</u>	<u>Manager, Health Nexus</u>	_____	_____
Name	Title	Signature	Date

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

WORKBOOK Project plan

Tell us about how you plan to implement or carry out your project. The detail requested in the project plan must demonstrate a relationship with the evidence you provided, as well as how you plan to achieve your identified grant result. Please describe how the geographic area served by the project is directly related to the project's activity or objective. The number of project objectives OTF asks for is tailored to the level of funding you are requesting:

- **If you are asking for \$250,000 or more, you must describe 4 or 5 key project objectives for each year of funding requested.**
- **If you are asking for less than \$250,000, you must describe 2 or 3 key project objectives for each year of funding requested.**

Important reminder: Your answers in the Workbook section, including your project plan, should show how your project plan is viable, reasonable and appropriate for the intended project. Your workbook should:

- Describe how you will execute the project, and define the project's deliverables, including how you plan to achieve the Grant Result (e.g. viable)
- Describe who will do the work, and how and where the work will be done (e.g. reasonable)
- Explain how this is an appropriate project for your organization to undertake, given your experience, the strength of the evidence and the project risks you identified (e.g. appropriate)

Project Year	Key Objectives	Major Activities	Schedule/Timeframe	Resources	Authority
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Build shared understanding

Health Promotion

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

<p>1</p> <p>ding and commitment of project with partners in Etobicoke and Timiskaming</p>	<p>Facilitate 2-4 meetings in both communities to a) Orient local partnership members to the partnership plan and agreement. b) Review vision and project plan c) Initiate planning and identify specific local leads where appropriate</p>	<p>Q1: April 1 – June 30, 2018</p>	<p>Consultant, Hub Planning Group members in Etobicoke and Timiskaming, Telecommunications, Travel for at least 1 in person meeting in each community</p>	<p>Health Promotion Consultant, Hub Planning Group members in Etobicoke and Timiskaming</p>
<p>1</p> <p>Increase community voice and influence in community engagement plans in Etobicoke and Timiskaming</p>	<p>Hire Community Coordinators in Etobicoke and Timiskaming. This will include: a) Implementing a local hiring process in each community to recruit, screen and select a Community Coordinator, b) finalizing and tailoring the job description to local needs as required and c) posting the job posting via local channels. The posting will be English and French. The role of the Community Coordinator is to coordinate activities to design, implement and optimize community engagement plans that increase community voices and influence. They will focus on supporting people from the community to voice their perspectives and influence hub services and programs.</p>	<p>Q1: April 1 – June 30, 2018</p>	<p>Health Promotion Consultant, Local hiring committee from the Hub Planning Group members in Etobicoke and Timiskaming, Distribution channels for the job posting, Travel / telecommunications to participate in interviews, Computers and software</p>	<p>Health Promotion Consultant, Hub Planning Group members in Etobicoke and Timiskaming</p>
<p>Assess progress, proactively identify and</p>		<p>Ongoing,</p>	<p>Health Promotion Consultant, Local hiring</p>	

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

1	respond to emerging issues in Etobicoke and Timiskaming	Hold 18 project team meetings annually.	a minimum of monthly	committee from the Hub Planning Group members in Etobicoke and Timiskaming, telecommunications	Health Promotion Consultant
1	Assess the effectiveness and impact of this project	Design and implement an evaluation to assess the level of inclusive and equitable partnership. The strategy will include the evidence based partnership reflective tool, Self-Evaluation tool for Action in Partnerships In addition to monitoring progress over time, the results will be used to inform community engagement strategies.	Q1 for design and bi-annual evaluation activities	Evaluation consultant, Health Promotion Consultant, Community Engagement Coordinators, Hub Planning Groups in Etobicoke and Timiskaming, Telecommunications	Health Promotion Consultant, Evaluation Consultant
1	Identify local priorities and plan specific strategies to address local needs	Design and facilitate two collaborative Planning Days to design local strategies for each community. The purpose of this day is to identify local priorities and plan specific strategies to address local needs. This includes: a) planning and logistics for each event b) Collaborative design of the planning days c) Evaluation plans for both events. The resulting plans will identify activities such as community surveys and consultations to gather needed information etc. Health Promotion Consultant and Community Coordinators coordinate and facilitate the year 1 collaborative	Q2: July – Sept, 2018 Q3: Oct – Dec. 2018	Health Promotion Consultant, Community Coordinators and Hub Planning Group members in Etobicoke and Timiskaming. Identify resources needed for outreach? List of community organizations? Meeting space, Venue, Catering / healthy snacks, Childminding services, Public transit, Honorarium	Health Promotion Consultant provides support and coaching to design of community outreach and strategic planning day. Health Promotion Consultant Community

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

	planning day. Anticipate each meeting will involve a minimum of 50 community members and key stakeholders		for community animators, Translation of promotional materials	Coordinators Hub Planning Group members in Etobicoke and Timiskaming
1	<p>Increase involvement of community members in discussions and decisions related to hub planning.</p> <p>Design and implement community engagement strategy workplan This will include a minimum of 6 local community consultations (e.g. to design focus groups, surveys, and increase participation in community events), and collaborative activities such as documentation of practice, organizing community forums etc.</p>	ongoing	Health Promotion Consultant, Community Coordinators, Hub Planning Groups, Food, Childminding, Honorarium for subject matter experts, Meeting space	Community Coordinators, Health Promotion Consultant
1	<p>Increase skills of Hub Planning Groups to engage communities</p> <p>Provide ongoing coaching and support to Community Coordinators as they implement community engagement strategies. Anticipate a minimum of 25 coaching activities quarterly for each coordinator</p>	Ongoing	Health Promotion Consultant, Telecommunications, Access to research, resources and evidence based examples of effective community engagement and inclusive practice, particularly those acquired by Health Nexus through the CLiP project among others.	Health Promotion Consultant

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<p>1</p> <p>Increase skills of Hub Planning Groups to engage communities</p>	<p>Provide ongoing consultation and support in person and remotely to the 2 Hub Planning Groups to mentor Hub leadership teams to identify systemic barriers and adopt policy and practical resolutions to remove barriers and facilitate meaningful community engagement. Support will draw upon evidence based practice, tools and resources. Anticipate a minimum of 6 mentoring / coaching activities per community annually, before, during and after local partnership table meetings</p>	<p>ongoing</p>	<p>Health Promotion Consultant, Community Coordinators, Telecommunications, Meeting space as needed, Childminding services as needed, Public transit support, Health Promotion Consultant, Community Coordinators, Access to research, resources and evidence based examples of effective community engagement and inclusive practice, particularly those acquired by Health Nexus through the CLiP project among others</p>	<p>Health Promotion Consultant, Community Coordinators</p>
<p>1</p> <p>Share (or disseminate) knowledge and evidence gained throughout the project with community practitioners</p>	<p>Document local practice to generate practice based evidence that can be shared within the two communities and with other organizations across the province. This may include: a) the development of a minimum of 2 practical resources (1 English and 1 French) to augment existing materials and complement research based evidence. b) Design, edit and dissemination of a bilingual newsletter on community voice engagement, lessons and resources.</p>	<p>Ongoing with resources completed by Q4</p>	<p>Health Promotion Consultant, Translation, Resource development / design, Dissemination channels and strategy, Website links</p>	<p>Health Promotion Consultant</p>

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<p>ers across Ontario</p>	<p>Hold 2 province-wide webinars (1 English / 1 French), to share lessons learned and developed resources with not-for-profit organizations across Ontario. Webinars will be tailored to community issues and may include representatives from the community sharing their insights. a) Design curriculum, drawing upon existing evidence and subject matter experts b) Promote the webinars in English and French through listservs, websites and electronic bulletins a) Host the webinar. Anticipate 100 English participants and 20 French from a mix of sectors per webinar. b) Record and post the webinars online to maximize access and learning. c) Evaluate the webinars to gauge satisfaction and impact</p>	<p>Q4: Jan. – March 2019</p>	<p>Subject matter experts, Teleconference and webinar platform costs, Registration platform, Evaluation tool, Distribution strategy and access to listservs/ ebulletins etc, Travel for subject matter experts, Webinar space</p>	<p>Health Promotion Consultant and Community Coordinators</p>
<p>Assess progress, proactively identify and respond to emerging issues in Etobicoke and Timiskaming</p>	<p>Hold 18 project team meetings annually.</p>	<p>Ongoing, a minimum of monthly</p>	<p>Health Promotion Consultant, Local hiring committee from the Hub Planning Group members in Etobicoke and Timiskaming, telecommunications</p>	<p>Health Promotion Consultant</p>

Grant Application: Health Nexus (PI101346)

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<p>2</p> <p>Assess the effectiveness and impact of this project</p>	<p>Design and implement an evaluation to assess the level of inclusive and equitable partnership. The strategy will include the evidence based partnership reflective tool, Self-Evaluation tool for Action in Partnerships In addition to monitoring progress over time, the results will be used to inform community engagement strategies.</p>	<p>Q1 (April – Jun 2019) for design and bi-annual evaluation activities and final report</p>	<p>Evaluation consultant, Health Promotion Consultant, Community Engagement Coordinators, Hub Planning Groups in Etobicoke and Timiskaming</p>	<p>Health Promotion Consultant, Evaluation Consultant</p>
<p>2</p> <p>identify local priorities and plan specific strategies to address local needs</p>	<p>Design and facilitate two collaborative Planning Days in Year 2 to design local strategies for each community. The purpose of this day is to identify local priorities and plan specific strategies to address local needs. This includes: a) planning and logistics for each event b) Collaborative design of the planning days c) Evaluation plans for both events. d) The Year 2 strategy will also identify preferred options for community voice and influence; and e) a sustainability plan. The resulting plans will identify activities such as community surveys and consultations to gather needed information etc. Health Promotion Consultant and Community Coordinators coordinate and facilitate the year 1 collaborative planning day. Anticipate each meeting will involve a minimum of 50 community members and key stakeholders</p>	<p>Q3: Oct – Dec. 2019</p>	<p>Venue, Catering / healthy snacks, Childminding services, Public transit, Honorarium for community animators</p>	<p>Community Coordinators, Hub Planning Group members in Etobicoke and Timiskaming</p>

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

2	Increase involvement of community members in discussions and decisions related to hub planning.	Design and implement community engagement strategy and sustainability workplan. This will include a minimum of 6 local community consultations (e.g. to design focus groups, surveys, and increase participation in community events), and collaborative activities such as documentation of practice, organizing community forums etc.	ongoing	Health Promotion Consultant, Community Coordinator, Hub Planning Groups, Food, Childminding, Honorarium for subject matter experts, Meeting space, Telecommunications	Community Coordinator
2	Increase skills of Hub Planning Groups to engage communities	Provides ongoing coaching and support to Community Coordinators as they implement community engagement strategies. Anticipate a minimum of 25 coaching activities quarterly for each coordinator	Ongoing	Health Promotion Consultant, Telecommunications, Access to research, resources and evidence based examples of effective community engagement and inclusive practice, particularly those acquired by Health Nexus through the CLiP project among others	Health Promotion Consultant
Increase	Provide ongoing consultation and support in person and remotely to the 2 Hub Planning Groups to			Health Promotion Consultant, Community Coordinators, Telecommunications, Meeting space as needed, Childminding services as	

Grant Application: Health Nexus (PI101346)

Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

2	<p>skills of Hub Planning Groups to engage communities</p> <p>mentor Hub leadership teams to identify systemic barriers and adopt policy and practical resolutions to remove barriers and facilitate meaningful community engagement. Support will draw upon evidence based practice, tools and resources. Anticipate a minimum of 6 mentoring / coaching activities per community annually, before, during and after local partnership table meetings</p>	ongoing	<p>needed, Public transit support, Health Promotion Consultant, Community Coordinators, Access to research, resources and evidence based examples of effective community engagement and inclusive practice, particularly those acquired by Health Nexus through the CLiP project among others</p>	<p>Health Promotion Consultant, Community Coordinators</p>
2	<p>Share (or disseminate) knowledge and evidence gained throughout the project with community practitioners across Ontario</p> <p>Document local practice to generate practice based evidence that can be shared within the two communities and with other organizations across the province. This may include: a) the development of a minimum of 2 practical resources (1 English and 1 French) to augment existing materials and complement research based evidence. b) Design, edit and dissemination of two bilingual newsletters on community voice engagement, lessons and resources.</p>	<p>Ongoing with resources completed by Q4 (March 2020)</p>	<p>Health Promotion Consultant, Translation, Resource development / design, Dissemination channels and strategy, Website links, Translation</p>	<p>Health Promotion Consultant</p>
<p>Hold 2 province-wide webinars (1 English / 1 French), to share lessons learned and developed</p>				

Grant Application: Health Nexus (PI101346)

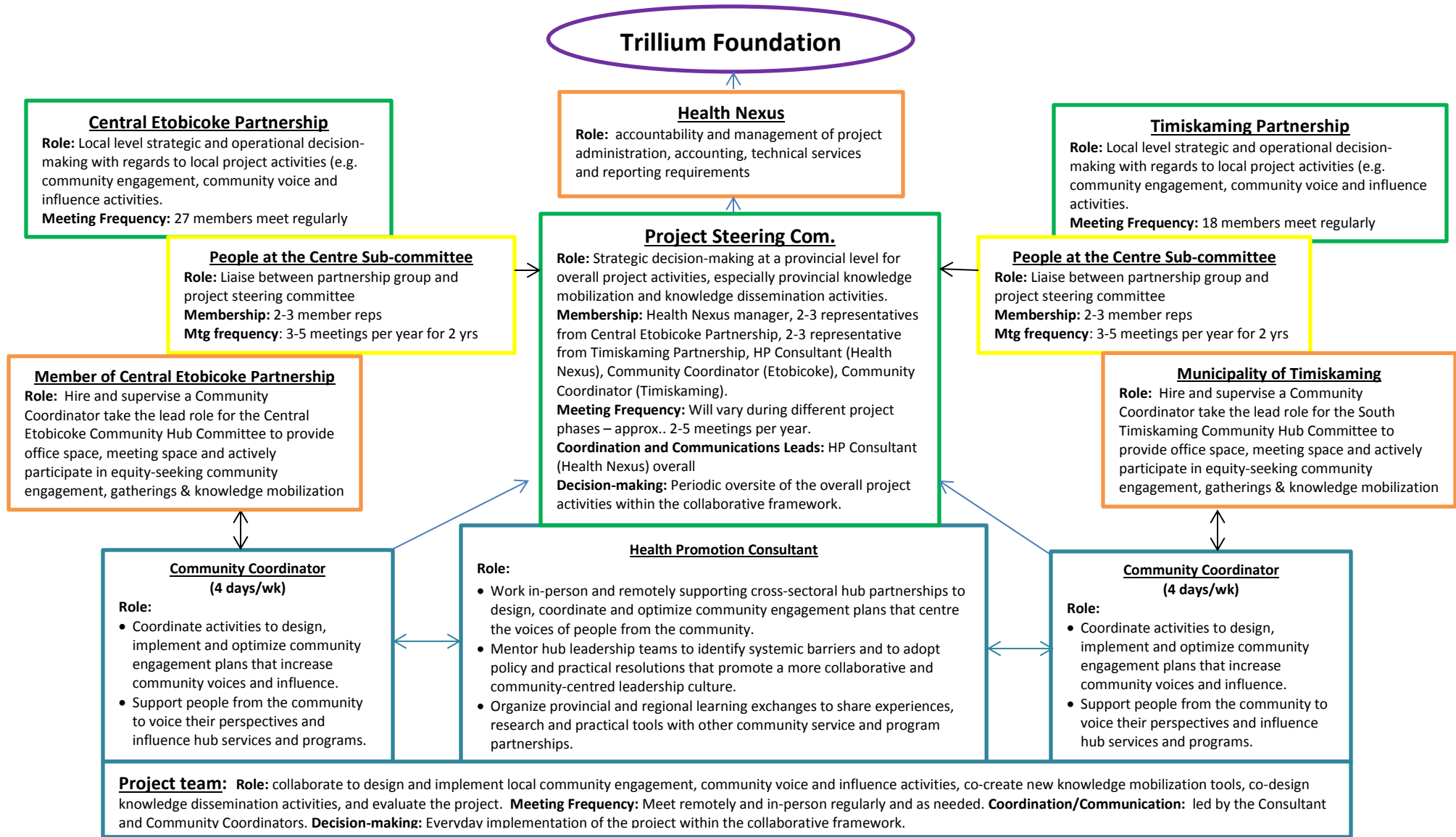
Created On: 2018-04-02

Application Contact: **Barbara Willet**

Application Email: **b.willet@healthnexus.ca**

2	Knowledge Dissemination and Capacity Building	resources with not-for-profit organizations across Ontario. Webinars will be tailored to community issues and may include representatives from the community sharing their insights. c) Design curriculum, drawing upon existing evidence and subject matter experts d) Promote the webinars in English and French through listservs, websites and electronic bulletins d) Host the webinars. Anticipate 100 English participants and 20 French from a mix of sectors per webinar e) Record and post the webinars online to maximize access and learning. f) Evaluate the webinars to gauge satisfaction and impact	Q4: Jan. – March 2020	Subject matter experts, Teleconference and webinar platform costs, Registration platform, Evaluation tool, Distribution strategy and access to listservs/ ebulletins etc, Webinar Space, Travel for subject matter experts, Translation for promotional materials and resources	Health Promotion Consultant and Community Coordinators
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Inclusive Partnerships Project: People at the Centre

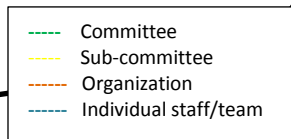


PEOPLE HAVE A SAY SHAPING THE SERVICES AND PROGRAMS THAT MATTER TO THEM

Core Project Activities

Regional Action: Health Nexus and community partnerships in different Ontario regions combine research and tools with local knowledge and collaborative leadership to increase community voices and influence in the leadership structures and offerings of community hub and other community program/service initiatives.

Provincial Knowledge Exchange: Local learning opportunities in support of the community partnerships are complemented by broader learning exchange events - open to all - for sharing experiences, resources and new knowledge across Ontario. A bilingual newsletter shares highlights.



Subject: Temiskaming Rift Valley Geopark

Report No.: CGP-003-2018

Agenda Date: February 6, 2018

Attachments

Appendix 01: Temiskaming Geopark Background Information

Appendix 02: Geopark Timeframe & Costs

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-003-2018;
2. That Council confirms the recommendation of the Corporate Services Committee to decline participation as a founding member of the board for the Temiskaming Rift Valley Geopark Project; and
3. That Council declines to provide financial support toward the Temiskaming Rift Valley Geopark Project.

Background

A local geology enthusiast and President of the RockWalk Park Inc. Graham Gambles approached City staff in 2014 with the idea of creating the Temiskaming Rift Valley Geopark. Mr. Gambles has completed a significant amount of background research into the park process and the Canadian National Committee for Geoparks has nominated the Temiskaming park as an Aspiring Geopark.

In order for the park to become a full-fledged UNESCO Geopark, additional details must be gathered and a formal not for profit corporation established to oversee the park.

Analysis

Mr. Gambles would like the City of Temiskaming Shores to be one of the founding members of the board for the Temiskaming Rift Valley Geopark. In addition, he feels that he has done much of the workload to prepare the Geopark, but now needs some staff assistance to do some of the research and traveling required to complete the UNESCO process.

UNESCO, the United Nations Educational, Scientific and Cultural Organization is a specialized agency of the United Nations based in Paris. Parks and places that receive a designation from UNESCO are considered to be world renowned or significant.

Mr. Gambles provided staff with some basic information about the Temiskaming Rift Valley Aspiring Geopark along with a map of the proposed area and a letter of request which is attached as Appendix 1. He also provided several email conversations with staff from the Canadian National Committee for Geoparks as well as some correspondence with Ministry of Natural Resources and Forestry staff.

The process to become recognized as a UNESCO Geopark takes 3 to 5 years and comes with some reasonably significant costs as it requires evaluators to travel from across Canada to visit the aspiring site. If approved for nomination, then there are additional costs to bring in evaluators from Geoparks in other parts of the world to evaluation the nominated new site. Additional information can be found on the Canadian National Committee for Geoparks website at www.canadiangeoparks.com

Seeing that the City is the largest community partner being asked to be part of this founding board, it is possible that our community would be the major contributor to the upfront and ongoing costs of the Geopark project. The proposed timelines and costs are attached to this report as Appendix 02.

Alternatives

No other alternatives were considered during the preparation of this report.

Financial / Staffing Implications

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

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

In the proposal provided by Mr. Gambles it suggests that estimated costs in 2018 would be \$20,000 with an additional \$40,000 to be needed between 2019 and 2022. These are all travel costs associated with members of the local committee attending either national or international events or evaluators visiting Temiskaming over the next few years to enable the region to get the UNESCO designation.

It is likely that some other costs such as signage, maintenance and marketing would be realized during this time period to enable the site to be recognized as a Geopark. At this time, staff does not have an accurate estimate of these costs.

The proposal and cost estimates were reviewed by the Corporate Services Committee on January 18, 2018. The Corporate Services Committee felt the City did not have either the staffing resources or financial resources to support the project and recommended that Council decline participation as a founding member.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

James Franks
Economic Development Officer

Christopher W. Oslund
City Manager

TEMISKAMING RIFT VALLEY ASPIRING GEOPARK IN CANADA

September 12, 2017

To: James Franks
Economic Development Officer
City of Temiskaming Shores

From: Graham Gambles
President, RockWalk Park Inc.
Box 586
Temiskaming Shores, ON, P0J 1K0

Dear James

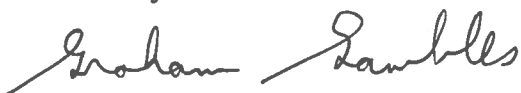
In follow-up to my meeting with City council earlier this year, I would like to confirm with you that both RockWalk Park and La Fossilarium (of Notre Dame Du Nord) continue to develop technical data that will lead to the establishment of a UNESCO Geopark in our region.

To this end, RockWalk has developed a unique map of the region with the financial assistance of the Ontario Ministry of Tourism under the Ontario/Canada 150 program. This project commemorates the opening of the Ferguson Highway in 1927 and recognizes that regional tourism development was a major "reason for being" of this Provincial initiative. Consider the enclosed map to be a prototype only. "Founding Members" of the proposed Geopark could expand on this first effort in the future.

RockWalk Park has also contracted Good Gauley Productions of Temiskaming Shores to develop a 4 minute video production on the geologic and scenic features of the Ferguson Highway/Hwy #11 through our region as part of the Ontario/Canada 150 program. This will become supporting documentation for the further development of the Geopark project, and will be available by November.

As you have been asked by council to provide a "due diligence" report on the Geopark project, to assist in their decision to become a "Founding Member", I am making this background information available to you. Please feel free to contact me with your questions about these developments in the project.

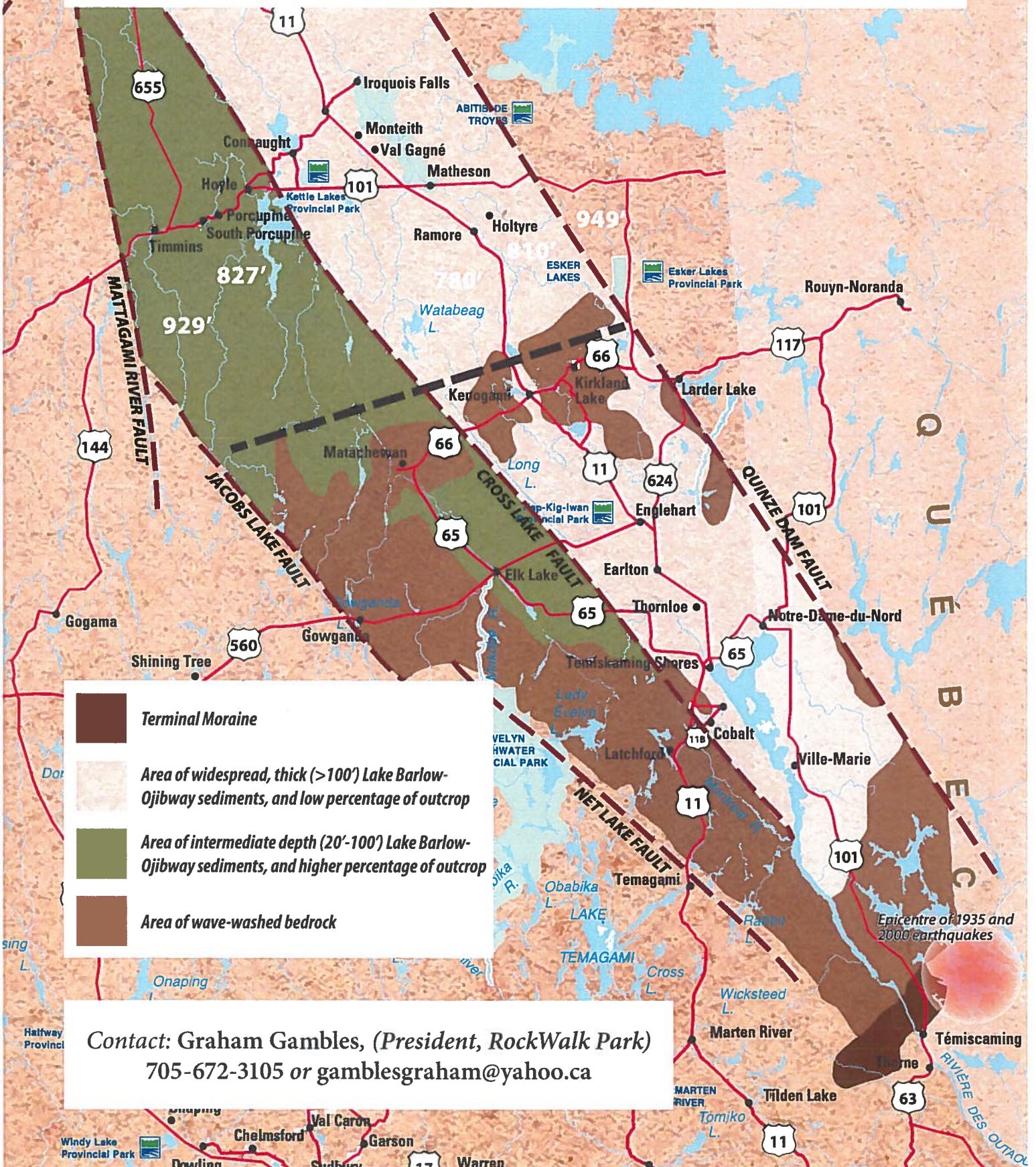
Yours truly



Graham Gambles
<gamblesgraham@yahoo.ca>

Lake Timiskaming Rift Valley

Proposed Global Geopark



- Terminal Moraine
- Area of widespread, thick (>100') Lake Barlow-Ojibway sediments, and low percentage of outcrop
- Area of intermediate depth (20'-100') Lake Barlow-Ojibway sediments, and higher percentage of outcrop
- Area of wave-washed bedrock

Contact: Graham Gambles, (President, RockWalk Park)
 705-672-3105 or gamblesgraham@yahoo.ca

ST. JOHN (NB) GLOBAL GEOPARK CONFERENCE 2014: (attended by G. Gambles, Pres., RockWalk Park)

This convention, hosted by Stone Hammer Global Geopark, was held in mid-September. It attracted more than 450 delegates from around the world. About 40 of these people were Canadian, representing all Provinces and Territories except Saskatchewan and PEI. Gambles was the only attendee from Ontario. (Most provinces sent official government representation.)

The goal was to evaluate the Global Geopark initiative, developed by UNESCO as an "as hoc" program in 2001. There are currently 111 Geoparks in the association, only 2 of which are in Canada. They are the Stone Hammer site at St. John, New Brunswick, and the new Tumbler Ridge Geopark in BC. Most Geoparks are in Europe and Asia, primarily China and Japan. (Note that 3 Geoparks are in various stages of development in Quebec.) Search GOOGLE for extensive background information.

A Geopark is: an area with significant geologic heritage elements, including the following:

1. Scientifically important or striking and unusual geologic phenomena
2. Sites where historically important geologic features were first recognized and described
3. Outstanding examples of geologic features and landforms
4. Historic sites where cultural events were tied to an areas geologic features, such as those in the history of geology, mining, and geology in early exploration and settlement (ie. building stone)

Also note that a Geopark promotes sustainable tourism and other sustainable economic activities. (These could include geotourism, sustainable forestry and agricultural production, crafts, entertainment, etc.) Of major importance is the concept that active mining is acceptable within a Geopark, with the understanding that the sites would be ultimately reclaimed to a sustainable land use.

Geoparks recognize that... our lives are shaped by Geology: where we settle, the landscape, the crops that we grow, natural hazards, water resources, climate, what we mine, and the energy we use.

The UNESCO Global Geopark is a BRAND that gives equal weight to conservation, education, and geotourism. They originate as a concept of local volunteers, municipalities, and private business in a grass roots movement. (They are NOT an initiative of senior government.) As Canada is a member of the United Nations, a national committee has been put in place to oversee the development of these parks.

Local management structure is community based. It is an incorporated not for profit venture run by a Board of Directors. It works with both private and public site owners, and these include direct operators of museums, tours, government parks, etc., and indirect operators such as restaurants and hotels. There is also a place for associate members who may not hold a personal economic interest in the venture.

The Canadian National Committee encourages development of Geoparks in areas with good examples of geo-diversity, plus a need for sustainable economic development, a need to increase tourism, and has a history of broad community support for unique regional developments. It is noted that Geoparks can be developed beyond political boundaries, and even inter-provincially, providing that there is an identifiable geologic boundary that is adhered to.

TEMISKAMING POTENTIAL

The Lake Temiskaming Rift Valley is a potential major geological attraction. Geological instructors at the Haileybury School of Mines have long identified the importance of this structure to regional geology, even declaring that it is one of the more significant geologic features in Canada. Following is a description of how this region meets the 4 basic Geopark requirements outlined previously.

1. The Temiskaming Rift Valley, although not unusual in its formation, is a “Striking” geologic phenomena due to its unique exposure, and because of the age of the rocks involved.
2. Temiskaming is one of the key areas where “Cobalt” series Huronian rocks were first recognized and described – hence the use of local names that are used to describe a specific local rock sequence are also used elsewhere in the world. It hosts 3 distinct Pre-Cambrian “Provinces”.
3. Outstanding geologic features and landforms include the Lockport Dolostone (Niagara cap-rock) of Dawson Point, the fault “break” (instrumental in the formation of Rifts) at Devil’s Rock, the “Whale-back” outcrop, exposed along Hwy#11B, S.W. of Cobalt opposite Clear Lake, and the example of “ternary succession” exposed on the west side of Lakeshore Road, just south of the Uniboard factory. At Kirkland Lake, the collapsed mine workings show geological highlights.
4. Cultural events tied to local geology are many, but were initiated by the discovery of silver ore at Cobalt, directly due to the development of the Temiskaming & Northern Ontario Railway. The following boom in population led to the development of the regional forestry and agricultural industries. The creation of vast amounts of wealth by the mine owners in Cobalt culminated in reinvestment in the mineral discoveries at Kirkland Lake, Porcupine, Noranda, and Red Lake.

Originating to the south of Temiskaming, Quebec, the Temiskaming Rift Valley (or Graben) extends to the Kapuskasing region. Defined by the Quinze Dam fault on the east side, and extending at least as far as the Jacobs Lake fault in the west, the structure is centered on the Cross Lake Fault in the middle. The central subsidence created the relatively young limestone bluff at Dawson Point and the ancient cliff at Devils Rock. The fossils of the region are exhibited at the “Thematic Fossil Center” in Notre-Dame-du-Nord. The landscape features of the region were first developed by the faulting system.

The rift valley had a direct effect on the structure of silver mineralization at Cobalt and Gowganda, as well as the “Cadillac-Larder Break” (fault) gold structures at Kirkland Lake and beyond. The histories of these communities are well documented at the Cobalt Mining Museum, the Museum of Northern History (Sir Harry Oakes Chateau) at Kirkland Lake, and at Rockwalk Park in Haileybury which exhibits massive local ore specimens. The rift valley may also have a direct relationship to the epicentres of two earthquakes (1935 and 2000) near Kipawa, Quebec. (A full description of the associated faulting effects is postulated by H.L. Lovell and T.W. Caine in their report on the “Lake Temiskaming Rift Valley”, miscellaneous Paper #39, 1979, Ontario Department of Mines – available on Google.)

The soils of the region are well documented and should be promoted as a direct result of regional glaciation, and by implication, the Temiskaming Rift Valley faulting system as well. The soils are directly tied to the success of locally sustainable forestry and agriculture.

About 10,000 + years ago, glaciers originating in Northern Quebec and pushing outward in a south westerly direction, were rerouted southward along the Rift Valley, eventually coming to a stop in the Temiskaming, Quebec area where a terminal moraine was developed. This structure slowed the glacial meltwater from flowing south, and formed post glacial Lake Barlow-Ojibway (Barlow to the south of the present day regional watershed divide, and Lake Ojibway to the north). Eskers (Munro) and outwash plains are also present in the north-east portion of the region. (Note that "Recessional" moraines were also developed south of Cobalt and at the Ville Marie "narrows" of Lake Temiskaming.) By capturing the glacial meltwater, these gigantic freshwater lakes allowed the silts in the water to settle out, leaving the region with fertile clay soils of great depth. It is commonly known as the "Northern Claybelt". A series of post glacial shorelines are visible today within the City of Temiskaming Shores. Museums, located in most towns of the area, have operated for decades, outlining the associated cultural history.

For 300 years, prior to the discovery of the mining and agriculture resources, the Rift Valley and the river systems that it contained were a major travel way for both natives and Voyageurs, intent on harvesting the furs of the region. This cultural history is well documented at the Parks Canada facility at Ville Marie. Today's active sports fishery in the region owes its existence to both the faulting and glacier activities. Wildlife can be enjoyed at two Duck's Unlimited habitat areas, while there are three Ontario Provincial Parks available (Kap-Kig-Iwan, Makobe-Grays, and Larder River). All are based on water passage through unique geological landscapes. Opemican National Park is proposed for the Temiskaming, Quebec sector.

Mining at Cobalt was the cornerstone of the Canadian hard rock mining industry. The "Ragged Chutes" air compression facility provided cheap, sustainable air pressure for mine machinery a century ago. A large number of sustainable Hydro electric power sites are now located on regional waterways. Their presence is directly associated with the elevation differences provided by the regional faulting system. The demands made on energy by the mining industry over the past century resulted in these facilities.

Hiking trails have been developed extensively throughout the region, including one that runs along the fault lines, starting near Thorne, Ontario, and exiting at Latchford, Ontario. A paved biking trail has been initiated along the shoreline in the City of Temiskaming Shores. The possibility exists for a mountain-biking trail to circle Lake Temiskaming, if a seasonal water taxi could operate between the "Old Mission" and Fort Temiskamingue. Opportunities abound for expansion of both "adventure" and "cultural" tourism, with an eye towards attracting international tourism as part of the Geopark system.

The region can be basically defined as the land between Temiskaming, Quebec, and the current Arctic/Atlantic watershed boundary located north of Kirkland Lake. In an East/West direction, it extends from Larder Lake to Gowganda. (This area is about 15,000 km sq.) Within this region there are many "orphan" sites of interest that could be promoted by a Global Geopark project. Most prominent of these would be the "Main Break" and Amikougami Fault in the Kirkland Lake goldfield, Dawson's Point and Devil's Rock on Lake Temiskaming, and the "Whale-Back" near Cobalt. The landscape feature "Lower Notch" of the Montreal River is notable. The Kipiwa earthquake epicenter is also valued, and could be emphasized in regional geological research. All major faults should be identified on a site specific basis.

GEOPARK TIMEFRAME AND COSTS

The Canadian Geopark Network (CGN) has developed a specific process to be followed in the development of a Geopark in Canada.

The process, in brief, includes the following points. Timelines have been added specifically for the Temiskaming opportunity. Points of achievement have been noted.

-
1. Technical specialists define the geological boundaries of a site and submit a written proposal to the CGN. (Application sent in April, 2016 by RockWalk Park Inc. and Fossilarium Inc., acting as the lead organizations.)
 2. The CGN will evaluate the proposal, and if requirements are met, the CGN will declare the region to be an “Aspiring Geopark In Canada” (Achieved in May, 2016.)
 3. Aspiring Geoparks have 6 years to attain full UNESCO status, starting with the year in which they were granted “Aspiring” documentation. (Temiskaming therefore has until 2022 to gain UNESCO status.)
 4. Once the Aspiring status is achieved, local technical specialists will evaluate all “Earth Science” and cultural components of the project area. Potential partners will be identified. (Activity completed for Temiskaming in fall, 2017.)
 5. Potential “Founding Members” (Board of Directors), responsible for the future management of the Geopark, will be identified. Founding Members must be incorporated representatives of the “grass-roots” population. They cannot be private individuals or companies, or senior governments. First Nations/Metis, organized municipalities, Chambers of Commerce and similar organizations are ideal. (Temiskaming search started in Spring, 2017.)
 6. Technical specialists will develop a “Letter of Intent” (LOI) for the CGN. This is the formal application of the “Aspiring” Geopark to the CGN, asking to undergo an on-site evaluation as a “Canadian Geopark”. (Temiskaming LOI started in fall, 2017.)
 7. Initial Founding Members (minimum of 3) will submit the COMPLETED LOI in mid-March of any given year. They MUST be identified in the LOI. They will be considered to be responsible for the project from this point on. (Note that additional Founding Members can be added to the group after this date, but prior to incorporation. (Temiskaming LOI to be submitted in March, 2018.)
 8. Founding Members (with technical specialists) to pursue necessary financing to move project forward. A governance model must be selected. (CGN recommends “Not for Profit” charitable status.)

9. Founding Members will send (2) representatives to attend all National Meetings of the CGN. (Next meeting is June 4 & 5 in Ottawa.)
10. Founding Members will provide all funding that the CGN requires to complete a 2 person evaluation of the Aspiring Geopark in the summer that follows the submission of the LOI. (Temiskaming proposed for 3 to 5 days in Summer 2018.)
11. Founding Members will send a minimum of 3 people to the biannual conferences of the UNESCO Global Geopark Network, where-ever they may be. In 2014, it was in Canada. In 2016 it was in England. In September, 2018, the meeting will be in Italy. Founding Members are tasked with finding funding sources to financially support representatives who attend the UNESCO Global Geopark meeting. Attendance is Mandatory for membership status to be maintained. Over 800 people expected.
12. Founding Members will select the individuals who will represent Temiskaming at the conference in Italy. As a minimum, Temiskaming will select one rep from Quebec, one rep from Ontario, and one rep from the first Nation/Metis community.
13. Representatives to all biannual UNESCO Global Geopark conferences will be expected to bring promotional material that will support a Geoparks "bid" to become part of the international "Network". The representatives will make a public presentation (in English) lasting 20 minutes to the international delegates. (In effect, this is a promotion for tourism in Temiskaming. We have videos available already.)
14. Founding Members (with assistance of CGN and the technical specialists) will develop a LOI for the Global Geopark Network (GGN) to be sent by November of any given year. (Ideally 2018 for Temiskaming.)
15. Founding Members will provide all funding for site evaluation by 2 or 3 members of the GGN in the summer of the following year. (Ideally 2019 for Temiskaming.) It is probable that one evaluator will be from Asia, and the other from Europe.
16. Founding Members will send a minimum of 3 representatives to the 2020 UNESCO Global Geopark Network conference in September. Note that this is where the announcement "could" be made regarding the Temiskaming Global Geopark membership.
17. NOTE: the membership could be delayed until 2021 or 2022 if there are "issues" to be dealt with. (Temiskaming has a 2 year factor of safety if the proposed schedule is followed.)

The "Founding Members" will be required to develop funding sources in order to carry the Aspiring geopark concept to completion as a full member of the Global Geopark Network under the UNESCO "Brand". As there must be a minimum of 3 Founding Members, if all costs were to be handled "in house" then the following costs would be split three ways. Additional Founding Members would reduce costs to the Members

proportionately.

However, financial assistance should be readily available from agencies of senior governments, as the UNESCO Global Geopark program is mandated by the Canadian government, and both Ontario and Quebec co-operate fully with the National government.

Note that both operating UNESCO Canadian Global Geoparks (Stonehammer and Tumbler Ridge) have received substantial financial input from the Provinces and Canada.

Estimated Expenses:

1. June 2018: cost of 2 people to travel to Ottawa for CGN event. Allow \$1,000 for lodging, travel, meals, fees.
2. July 2018: cost of 2 people from CGN to travel from BC? and Nova Scotia? To evaluate Temiskaming Aspiring Geopark. Allow 2 days travel and 3 days on ground. Temiskaming pays all out-of-pocket costs. (Flights: \$3,500, lodging @ \$1,200, food @ \$500, vehicle costs @ \$500, Cost over-run @ \$300?)

TOTAL= \$6,000 range

3. September 2018: cost of 3 people travelling to UNESCO Global Geopark conference in Italian Alps. Seven day event. Travel @ \$4,000, food @ \$2,000, lodging @ \$4,000, registration by July 20 @ \$2,000. Cost over-run of \$1000.

TOTAL = \$13,000 range

4. July? 2019: cost of a 2 person UNESCO evaluation team (From Europe & Asia) to examine the Temiskaming Geopark over 1 week

Estimated at \$10,000 range.

5. September 2020: cost of sending minimum 3 people to UNESCO Global Geopark conference in (Asia????).

Estimated at \$15,000.

6. September 2022: cost of sending minimum 3 people to UNESCO Global Geopark conference in (Africa????).

Estimated at \$15,000

Therefore: expect BASIC (minimum) expenses of \$20,000 in 2018, and an additional \$40,000 in the 2019-2022 period. Note that everyone is volunteering their TIME!

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation Services
Date: February 6, 2018
Subject: Amendment No. 1 to By-law No. 2015-170 – Healthy Kids Community Challenge
Attachments: **Appendix 01** – MHLTC Letter and Amendment No. 1

Mayor and Council:

Council adopted By-law No. 2017-170 at the August 15, 2015 Regular Council meeting being a by-law to enter into a Funding Agreement with the Minister of Health and Long-Term Care (MHLTC) to support Healthy Kids Community Challenge in the amount of \$125,000/yr for a three year term (2015-16, 2016-17 and 2017-18).

Appendix 01 – MHLTC Letter and Amendment No. 1 indicates that the ministry will provide the City up to \$62,500 in one-time funding to extend the program six (6) months to the end of September 2018. The terms of the extension are outlined in the amendment.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2015-170 being an agreement with the Minister of Health and Long Term Care for funding of the Healthy Kids Community Challenge program to extend the program for six (6) months to the end of September 2018 in the amount of \$62,500 for consideration at the February 6, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Municipal Clerk

Christopher W. Oslund
City Manager

**Ministry of Health
and Long-Term Care**

Assistant Deputy Minister's Office

Population and Public Health Division
19th Floor, 777 Bay Street
Toronto ON M7A 2S1

Telephone: (416) 212-8119
Facsimile: (416) 325-8412

**Ministère de la Santé
et des Soins de longue durée**

Bureau du sous-ministre adjoint

Division de la santé de la population et de la santé publique
777, rue Bay, 19^e étage
Toronto ON M7A 2S1

Téléphone: (416) 212-8119
Télécopieur: (416) 325-8412



JAN 26 2018

iApprove-2017-01184

Mr. Christopher Oslund
City Manager
City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury ON P0J 1K0

Dear Mr. Oslund:

**Re: Ministry of Health and Long-Term Care Agreement with the City of
Temiskaming Shores, Healthy Kids Community Challenge, dated April 1, 2015
(the "Agreement")**

This letter is further to the recent letter from the Honourable Dr. Eric Hoskins, Minister of Health and Long-Term Care, in which he informed your organization that the Ministry of Health and Long-Term Care (the "ministry") will provide the City of Temiskaming Shores up to \$62,500 in one-time funding for the 2018-19 funding year to support the Healthy Kids Community Challenge.

The ministry entered into an accountability agreement with the City of Temiskaming Shores effective as of the 1st day of April, 2015. I am pleased to provide you with two copies of the amending agreement (the "Amending Agreement") that contains the terms and conditions governing the funding referred to in the Minister's letter.

We appreciate your cooperation with the ministry in managing your funding as effectively as possible. You are expected to adhere to our reporting requirements, particularly for in-year service and financial reporting, which is expected to be timely and accurate. Based on our monitoring and assessment of your in-year service and financial reporting, your cash flow may be adjusted appropriately to match actual services provided.

The government remains committed to balancing the budget for 2017-18 through 2019-20 and therefore it is critical that you continue to manage costs within your approved budget.

Christopher Oslund

Please review the Amending Agreement carefully, sign both copies enclosed and return both copies to:

Dianne Alexander, Director, Healthy Living Policy and Programs Branch, Population and Public Health Division, 777 Bay Street, 7th Floor, Suite 702, Toronto, ON M7A 1S5.

When all the parties have signed the Agreement, the ministry will return one copy to you and will begin to flow the funds.

Should you require any further information or clarification, please contact Emily Cohen-Henry, Manager, Healthy Communities Policy and Programs Unit, Healthy Living Policy and Programs Branch at 416-326-6406 or by e-mail at Emily.Cohen-Henry@ontario.ca.

Sincerely,



Roselle Martino
Assistant Deputy Minister

Enclosure

c: His Worship Carman Kidd, Mayor, City of Temiskaming Shores
Mr. Jim Yuill, Director, Financial Management Branch, MOHLTC
Mr. Phil Cooke, Director, Fiscal Oversight & Performance Branch, MOHLTC

This Amending Agreement No. 1, effective as of April 1, 2018

Between:

**Her Majesty the Queen
in right of Ontario
as represented by
the Minister of Health and Long-Term Care**

(the “**Ministry**”)

- and -

City of Temiskaming Shores

(the “**Recipient**”)

WHEREAS the Ministry and the Recipient entered into an agreement effective as of the 1st day of April, 2015 (the “**Agreement**”); and

WHEREAS the Parties wish to amend the Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement No.1, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This amending agreement (“Amending Agreement No. 1”) shall be effective as of the first date written above.
2. Except for the amendments provided for in this Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.
3. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
4. The Agreement is amended by deleting the definition of “Funding Year” under Article 1.2 Definitions and replacing it with the following:

“**Funding Year**” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31;
- (b) in the case of Funding Years 2 and 3, the period commencing on April 1 and ending on the following March 31; and
- (c) in the case of Funding Year 4, the period commencing on April 1 and ending on the following September 30.

5. The Agreement is amended by deleting the definition of “Maximum Funds” under Article 1.2 Definitions and replacing it with the following:

“Maximum Funds” means \$437,500.

6. The Agreement is amended by deleting Article 3.1 Term and replacing it with the following:

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire on September 30, 2018 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

7. The Agreement is amended by deleting the addresses of the Province and the Recipient under Article 18.1 Notice in Writing and Addressed and replacing them with the following:

To the Province:

Ministry of Health and Long-Term Care
Population and Public Health Division
Healthy Living Policy and Programs
Branch
777 Bay Street, Suite 702, 7th Floor
Toronto, ON M7A 1S5

Attention: Dianne Alexander
Director
Fax: 416-314-5497
Email: Dianne.Alexander@ontario.ca

To the Recipient:

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

Attention: Christopher Oslund
City Manager
Fax: 705-672-3200
Email: coslund@temiskamingshores.ca

8. The Agreement is amended by deleting Schedule "A" (Project Description and Timelines) and substituting Schedule "A-1" (Project Description and Timelines), attached to this Amending Agreement No. 1 as Appendix "A".
9. The Agreement is amended by deleting Schedule "B" (Budget) and substituting Schedule "B-1" (Budget), attached to this Amending Agreement No. 1 as Appendix "B".
10. The Agreement is amended by deleting Schedule "C" (Payments) and substituting Schedule "C-1" (Payments), attached to this Amending Agreement No. 1 as Appendix "C".
11. The Agreement is amended by deleting Schedule "D" (Reports) and substituting Schedule "D-1" (Reports), attached to this Amending Agreement No. 1 as Appendix "D".

The Parties have executed the Amending Agreement No. 1 as of the date last written below.

**Her Majesty the Queen in right of Ontario as represented
by the Minister of Health and Long-Term Care**

Roselle Martino
Assistant Deputy Minister

Date

City of Temiskaming Shores

Name:
Title:

Date

I have the authority to bind the **City of Temiskaming Shores**

Appendix A

SCHEDULE “A-1” PROJECT DESCRIPTION AND TIMELINES

Background

Ontario’s Healthy Kids Community Challenge (The Challenge) is a community-led program where partners from different sectors work together to implement activities to reduce and prevent childhood overweight and obesity. The Challenge is based on the EPODE (Ensemble Prévenons l’Obésité des Enfants – Together Let’s Prevent Childhood Obesity) methodology, which is recognized by the World Health Organization as a best practice in childhood overweight and obesity prevention.

The Recipient, City of Temiskaming Shores, will be asked to implement local activities based on one specific theme related to healthy eating or physical activity every 9 months. The selection of these themes will be based on the latest and best available evidence regarding the risk and protective factors that are known to lead to, or prevent, childhood overweight and obesity.

As a selected community to participate in and support The Challenge, also referred to as the Project, the Recipient will adhere to the following guiding principles:

- Focus on healthy kids, not just healthy weights. Strategies targeting protective factors for healthy weights – including improving nutrition and increasing physical activity – will benefit all children, regardless of weight status.
- Focus on positive health messages and not on programs or messages that could increase bias or stigma around weight.
- Recognize that healthy kids live in healthy families, schools and communities.
- Support health equity through interventions at the population-level and by targeting at-risk populations.

In addition to the Maximum Funds, the Province may also assist the Recipient through the provision of various supports for the Project. These supports include, but are not limited to, communication tools, training and assistance with evaluation. The purpose of these supports is to assist the Recipient and its local partners to plan and deliver community activities as part of The Challenge. The additional supports are within the discretion of the Province and separate from the Funds, which will remain unaffected if the Recipient receives additional supports from the Province related to The Challenge.

Project Goal and Objectives

The Recipient will develop and implement programs, policies and supports through community-led planning and action to contribute to the achievement of the following goal and objectives of The Challenge:

Goal:

- To reduce the prevalence of and prevent childhood overweight and obesity in The Challenge communities.

Objectives:

- To improve the conditions within communities participating in The Challenge by creating supportive environments to enable healthy behaviours in children, and related support behaviours in their parents.
- To contribute to the evidence on the effectiveness of centrally-coordinated, community-based interventions to improve healthy weights and weight related behaviours.
- To increase community capacity to plan, implement and evaluate sustainable health interventions at the community level.
- To improve community collaboration and coordination on promoting healthy childhood weights, through the development and mobilization of multi-sectoral community partnerships.
- To increase the proportion of children reporting recommended levels of specific health behaviours targeted by The Challenge.
- To increase the proportion of parents in The Challenge communities who engage in parental support behaviours and reduce the proportion who perceives barriers to supporting child health behaviours.
- To increase awareness of and participation in The Challenge.

Scope of Project

The Recipient and its local community partners will develop and leverage new and existing programs and policies that will encourage positive behavior change in the areas that are known to be key protective factors for childhood overweight and obesity (healthy eating, physical activity). These policies and programs will also work to remove the barriers to healthy behavior change and create healthy communities and environments (e.g., schools, workplaces, homes and other community settings).

All community-based programs, policies and supports planned and implemented by the Recipient and its local partners will support progress against the government's commitment to reduce rates of childhood obesity and overweight. The Recipient will participate in ongoing data collection for the purposes of Project evaluation and accountability reporting. Examples of potential performance indicators include:

- Health outcomes (clinical metrics such as Body Mass Index);
- Process indicators (reach, partnerships and awareness); and
- Behavioural indicators (physical activity levels and diet and nutrition).

In Funding Year 1 (2015/16), the Recipient and its local community partners will undertake the following activities:

- Recruit, train and hire a Local Project Manager to lead, coordinate and monitor the planning and implementation of all community activities (e.g., local programs and/or policies) that will support the themes of The Challenge.
- Engage, orient and support a local community leader (e.g., Mayor, Councillor) as the Community Champion who will promote local partnerships and raise public awareness of the community initiatives and activities associated with The Challenge.
- Conduct a comprehensive Community Needs Assessment to identify the unique needs, gaps, opportunities, resources and assets of a community, and to support the planning and delivery of The Challenge as related to the aforementioned outcomes.

- Develop the first Theme-Based Action Plan and Project Budget that outlines the programs, policies and supports the community will implement in support of the first theme.
- Implement the first Theme-Based Action Plan, in collaboration with community partners, through the delivery of community-based programs, policies and supports to support the first theme.
- Establish and maintain multi-sectoral partnerships and identify existing community resources to leverage that will support The Challenge and contribute to its successful delivery. Part of this process will involve the establishment of a Local Steering Committee to coordinate the planning, delegation and implementation of various activities by each local partner.
- Attend training sessions provided by the Province on various topics intended to educate and support the Recipient and its partners to deliver The Challenge. Sample topics may include best practices for community mobilization and networking, Project budgeting and reporting, marketing and communications, partnership development, evaluation, and other subjects designed to build the Recipient's capacity.
- Participate in a baseline data collection process to assist with the identification of health outcome, behavioural, and process indicators for healthy, active living as part of a larger evaluation of The Challenge.

In Funding Years 2-4 (April 1, 2016 – September 30, 2018), the Recipient and its community partners will develop subsequent Theme-Based Action Plans based on the new themes announced every 9 months by the Province. The Recipient and its community partners will implement these Action Plans to support the new themes and to address the gaps and/or opportunities identified through the Community Needs Assessment. In addition to the implementation of Action Plan activities, the Recipient will:

- Continue to lead, coordinate and monitor the planning and implementation of all community-based activities that support The Challenge, including the ongoing engagement of a community champion and a wide range of local partners operating in multiple sectors.
- Ensure the ongoing mobilization and engagement of key community partners, and the delegation of Project activities, through the Local Steering Committee.
- Track, monitor and update the gaps, opportunities, and assets previously identified through the Community Needs Assessment process to ensure they remain current and appropriate to support each new theme of The Challenge.
- Maintain active involvement and participation in training sessions delivered by the Province that are designed to build community capacity to support The Challenge.
- Participate in ongoing evaluation activities to assist the Province in collecting key outcome indicators that will measure the success and impact of The Challenge.

Timelines

The Recipient will undertake a Community Needs Assessment in Year 1 and prepare and implement Theme-Based Action Plans (including the cost of activities) every 9 months thereafter for each new theme.

The Province will select and announce the first theme in the Spring of 2015. Pending the Recipient's delivery of a Community Needs Assessment and Theme-Based Action Plan, Schedules will be revised and updated accordingly to reflect the specific programs, policies and supports that will be implemented in support of the first theme. Funding for the implementation of Theme-Based Action Plans is contingent on the successful execution of the previous Theme-Based Action Plans or other required Project activities.

Funding Year:	Timelines:	Activities:
Year 1 (2015-2016)	April 1, 2015 – March 31, 2016	<ul style="list-style-type: none"> • Hire/train Local Project Manager(s). • Establish and build multi-sectoral partnerships. • Undertake a Community Needs Assessment and collect baseline data. • Prepare for implementation by developing the first Theme-Based Action Plan. • Begin implementation of the first Theme-Based Action Plan. • Attend training sessions.
Year 2 (2016-2017)	April 1, 2016- March 31, 2017	<ul style="list-style-type: none"> • Revisit and update the original Community Needs Assessment to ensure the currency and relevancy of community gaps, opportunities, assets, etc. to support the ongoing implementation of The Challenge and its marketing themes. • Approximately every 9 months, the Recipient will submit and implement Theme-Based Action Plans and Budgets outlining specific, local activities (e.g., evidence-based programs, policies and supports) that will support The Challenge and one of its themes related to healthy eating and physical activity.
Year 3 (2017-2018)	April 1, 2017- March 31, 2018	<ul style="list-style-type: none"> • Ongoing collection of qualitative and quantitative data to inform Project evaluation through the tracking and measurement of health outcome, behavioural, and process indicators.
Year 4 (2018-2019)	April 1, 2018- September 30, 2018	<ul style="list-style-type: none"> • Continue to attend training sessions.

Communications and Marketing

1. The Recipient shall:
 - (a) act as media focus for the Project;
 - (b) respond to public inquiries, complaints and concerns with respect to the Project;

- (c) report any potential or foreseeable issues to the Province through the Healthy Living Policy and Programs Branch (“HLPPB”) and the Communications and Marketing Division (“CMD”) of the Ministry of Health and Long-Term Care;
 - (d) notify HLPPB and CMD 5 Business Days prior to issuing any news release and other planned communications relating to news releases and provide materials 5 Business Days prior to release;
 - (e) despite the time frames set out above for news releases and other planned communications relating to news releases, all public announcements and media communications related to urgent and/or emerging Project issues shall require the Recipient to provide HLPPB and CMD with notice of such announcement or communication as soon as possible prior to release;
 - (f) advise HLPPB and CMD prior to embarking on major provider outreach activities, public opinion research and the release of any publications related to the Project;
 - (g) develop advertising creative locally with artwork files (e.g., healthy kids assets, community word mark) and follow the Visual Identity Guidebook supplied by the Province:
 - (i) This advertising creative should not include the Ontario Logo or other Ontario identifier associated with the Visual Identity Directive, September 2006; and
 - (ii) The Province does not have to review and/or approve any advertising creative developed by the Recipient.
 - (h) Ensure that Marketing Communications (e.g., printed or printer-ready items provided by the Province such as posters, brochures, fact sheets) are not to be used in paid media. Paid media is:
 - (i) any item that the Recipient pays to have published in a newspaper or magazine, displayed on a billboard, or broadcast on radio or television;
 - (ii) any printed matter (e.g., householder) that the Recipient wants to pay to have distributed unaddressed to Ontario households by any method of bulk delivery; and
 - (iii) still considered to have a value and therefore considered “paid media” if the media is given, donated, and/or traded.
2. Despite the Notice provision in Article 18 of the Agreement, the Recipient shall provide any Notice required to be given under the Communications and Marketing part of this Schedule to the following:

- (a) **Ministry of Health and Long-Term Care
Communications and Marketing Division
Strategic Planning and Integrated Marketing Branch
80 Grosvenor Street, 10th Floor, Hepburn Block, Toronto, ON M7A 1R3
Email: healthcommunications@ontario.ca**

Ministry of Health and Long-Term Care

Population and Public Health Division
Healthy Living Policy and Programs Branch
777 Bay Street, Suite 702, 7th Floor, Toronto, ON M7A 1S5
Email: healthykidscommunitychallenge@ontario.ca

Appendix B

**SCHEDULE "B-1"
BUDGET**

Healthy Kids Community Challenge – City of Temiskaming Shores

FUNDING YEAR 1: APRIL 1, 2015 - MARCH 31, 2016	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages including benefits (Local Project Manager)	\$50,000 (based on 100% FTE)
Planning Services: <ul style="list-style-type: none"> • Community Needs Assessment • Theme-Based Action Plan and Budget • Baseline data collection • Other 	\$75,000
TOTAL *	Up to \$125,000

FUNDING YEARS 2-3 (APRIL 1, 2016 - MARCH 31, 2018)	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages Contract employees Employee benefits Fee for services Transportation & communication Services Supplies Project materials Acquisition Other	Up to \$125,000 for the 2016-17 funding year Up to \$125,000 for the 2017-18 funding year
TOTAL *	Up to \$250,000

FUNDING YEAR 4 (APRIL 1, 2018 - SEPTEMBER 30, 2018)	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages Contract employees	Up to \$62,500 for the

Employee benefits	2018-19 funding year
Fee for services	
Transportation & communication	
Services	
Supplies	
Project materials	
Acquisition	
Other	
TOTAL *	Up to \$62,500

* "Maximum Funds" means \$437,500 over the Term of the Agreement.

Appendix C

**SCHEDULE "C-1"
PAYMENT**

Healthy Kids Community Challenge – City of Temiskaming Shores

FUNDING YEAR 1: APRIL 1, 2015 – MARCH 31, 2016

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2015 to March 31, 2016.	\$125,000

FUNDING YEAR 2: APRIL 1, 2016 – MARCH 31, 2017

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2016 to March 31, 2017.	\$125,000

FUNDING YEAR 3: APRIL 1, 2017 – MARCH 31, 2018

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2017 to March 31, 2018.	\$125,000

FUNDING YEAR 4: APRIL 1, 2018 – SEPTEMBER 30, 2018

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2018 to September 30, 2018.	\$62,500

Note: Final payment amount for each Funding Year to be rounded up or down, as required, to the total approved funding amount per Funding Year.

The Province may make adjustments to these instalments for reasons including, but not limited to, prior year Budget settlement based on this Agreement.

Appendix D

**SCHEDULE “D-1”
REPORTS**

Healthy Kids Community Challenge – City of Temiskaming Shores

NAME OF REPORT		DUE DATE
Funding Year 1: April 1, 2015 to March 31, 2016		
1	Q1 Financial Report	July 31, 2015
2	1st Project Activity Report	October 31, 2015
3	Q2 Financial Report	October 31, 2015
4	Q3 Financial Report	January 31, 2016
5	2nd Project Activity Report	April 30, 2016
6	Q4 Financial Report	April 30, 2016
7	Funding Year/Annual Reconciliation Report	June 30, 2016
8	Recipient’s Audited Financial Report	June 30, 2016
9	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 2: April 1, 2016 to March 31, 2017		
10	Q1 Financial Report	July 31, 2016
11	3rd Project Activity Report	October 31, 2016
12	Q2 Financial Report	October 31, 2016
13	Q3 Financial Report	January 31, 2017
14	4th Project Activity Report	April 30, 2017
15	Q4 Financial Report	April 30, 2017
16	Funding Year/Annual Reconciliation Report	June 30, 2017
17	Recipient’s Audited Financial Report	June 30, 2017
18	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 3: April 1, 2017 to March 31, 2018		
19	Q1 Financial Report	July 31, 2017
20	Q2 Financial Report	October 31, 2017
21	Q3 Financial Report	January 31, 2018
22	5 th Project Activity Report (Theme 3)	February 28, 2018
23	Q4 Financial Report	April 30, 2018
24	Funding Year/Annual Reconciliation Report	June 30, 2018
25	Recipient’s Audited Financial Report	June 30, 2018
26	Reports specified from time to time	On a date or dates specified by the Province

Funding Year 4: April 1, 2018 to September 30, 2018		
27	Q1 Financial Report	July 31, 2018
28	6 th Project Activity Report (Theme 4)	October 31, 2018
29	Q2 Financial Report	October 31, 2018
30	Funding Year/Annual Reconciliation Report	June 30, 2019
31	Recipient's Audited Financial Report	June 30, 2019
32	Reports specified from time to time	On a date or dates specified by the Province

Certificate of Insurance: The Certificate of Insurance shall be provided to the Province at the same time the executed Agreement is provided to the Province by the Recipient.

Report Details

1. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2015. Reporting templates will be provided by the Province.

2. 1st Project Activity Report

This report contains Project activity progress at the end of September 30, 2015. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

3. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2015. Reporting templates will be provided by the Province.

4. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2015, and a forecast of Project expenditures for the period from January 1, 2016 to March 31, 2016. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2016 to March 31, 2016, and identify any funds which will be un-spent by the end of the Funding Year.

5. 2nd Project Activity Report

This report contains Project activity progress at the end of March 31, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned

outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

6. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2016. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

7. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2015 to March 31, 2016 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

8. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

9. Reports specified by from time to time

As specified by the Province.

10. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2016. Reporting templates will be provided by the Province.

11. 3rd Project Activity Report

This report contains Project activity progress at the end of September 30, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

12. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2016. Reporting templates will be provided by the Province.

13. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2016, and a forecast of Project expenditures for the period from January 1, 2017 to March 31, 2017. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2017 to March 31, 2017, and identify any funds which will be un-spent by the end of the Funding Year.

14. 4th Project Activity Report

This report contains Project activity progress at the end of March 31, 2017. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

15. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2017. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

16. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2016 to March 31, 2017 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

17. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

18. Reports specified from time to time

As specified by the Province.

19. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2017. Reporting templates will be provided by the Province.

- 20. Q2 Financial Report**
The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2017. Reporting templates will be provided by the Province.
- 21. Q3 Financial Report**
This financial report contains actual expenditures at the end of December 31, 2017, and a forecast of Project expenditures for the period from January 1, 2018 to March 31, 2018. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2018 to March 31, 2018, and identify any funds which will be un-spent by the end of the Funding Year.
- 22. 5th Project Activity Report (Theme 3)**
This report contains Project activity progress between April 1-December 31, 2017 (Theme 3). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.
- 23. Q4 Financial Report**
This report contains actual expenditures at the end of the Funding Year (March 31, 2018). The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).
- 24. Funding Year/Annual Reconciliation Report**
The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2017 to March 31, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).
- 25. Recipient's Audited Financial Report**
This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.
- 26. Reports specified from time to time**
As specified by the Province.
- 27. Q1 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2018. Reporting templates will be provided by the Province.

28. 6th Project Activity Report (Theme 4)

This report contains Project activity progress between January 1- September 30, 2018 (Theme 4). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

29. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2018. Reporting templates will be provided by the Province.

30. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2018 to September 30, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

31. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

32. Reports specified from time to time

As specified by the Province.

Subject: Splash Pad Update

Report No.: RS-001-2018

Agenda Date: February 6, 2018

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-001-2018;
2. That Council supports the preferred site for the Splash Pad to be along the spurline of the New Liskeard waterfront;
3. That Council approves the selection of a water treatment system for the Splash Pad;
4. That Council directs staff to submit a funding application to the Ontario Trillium Foundation in the amount of \$150,000 for the project;
5. That Council approves the in-kind contribution of the municipality for the project to be the connections for water, sewer, and power and the preparation of the base for the Splash Pad; and
6. That Council directs staff to issue a Request for Proposal for the Design/Construction of a Splash Pad.

Background

On June 6, 2017 Council acknowledged receipt of Administrative Report No. RS-005-2017 and passed Resolution No. 2017-249 approving in principle the planning and development of a Splash Pad in partnership with the Temiskaming Shores and Area Rotary Club and directed staff to develop a Strategic Alliance Agreement with the Club and to include the project for consideration in the 2018 Capital Budget Program.

On August 8, 2017 Council passed:

- By-law No. 2017-101 being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council — establishment and appointment of members to the Temiskaming Shores Splash Pad Committee including Tanner Graydon, Einas Makki, Bruce McMullan and Lyanne Gosselin.
- By-law No. 2017-102 being a by-law to appoint Councillor Mike McArthur and Councillor Jesse Foley to the Splash Pad Committee and

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

Analysis

The Splash Pad Committee meets monthly and has received a presentation from WaterPlay Solutions outlining options and requirements for the project.

Location:

The Committee has agreed that the preferred site is in the spurline area of the New Liskeard waterfront between the Mini-Putt Park and the Pool/Fitness Centre. The site would attract more people to the waterfront, would be in the vicinity of other playgrounds, the boardwalk, the STATO trail, a food concession and washroom facilities. It also has the water, hydro, and power requirements necessary, parking is available at the Pool Fitness Centre/Arena and transit stops are within a one block distance.

The Splash Pad project meets the recommendation of the the New Liskeard Waterfront Study by French Planning Services Inc. (2007) by retaining public ownership of the land for the use and benefit of all people in the City of Temiskaming Shores, improving the waterfront area and enhancing it as a regional recreation center attracting new residents, businesses and tourists. Staff has met with Mr. Peter Ramsay of the Friends of the Waterfront who indicated he is in favor of the location and would relay his position to the Friends of the Waterfront. The Splash Pad Committee is recommending that Council approve the site as the preferred site for the project pending soil testing to be completed in the spring of 2018.

Water System

In terms of the water system, the Committee approved Recommendation SP-2017-006 recommending the approval of the selection of a water treatment system for the project. The Technical and Environmental Compliance Coordinator has stated the water treatment system although more expensive upfront (estimated at \$100,000) is a better option from an environmental perspective, and that due to capacity at the Montgomery Lift Station upgrades may be required that would be at a substantial capital cost. The water treatment system would also ensure lower annual operating costs, with an estimated payback period of five years.

Funding

In terms of funding for the project, the Temiskaming Shores and Area Rotary Club is responsible for the donation of \$10,000 each year for ten years and are looking at the development of a sponsorship package in the near future. The Ontario Trillium Foundation Capital Funding Stream has an application deadline of August 15, 2018 and staff is recommending that Council approve an application in the amount of \$150,000

for the project. The Director of Public Works has stated that the City's in-kind contribution to the project could entail the provision of hook-ups for power, water and sewer and the preparation of the base for the pad estimated at approximately \$50,000.

Request for Proposal

With Council's approval the Committee is in the position to issue a Request for Proposal for the Design/Construction of the Splash Pad. The design process will determine accurate construction costs and future operating costs and would take place in April/May of 2018 at which time a public consultation session would be hosted.

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 2018 Capital Budget Program allocates \$15,000 towards the project in 2018. Once the design is completed, construction costs set, an accurate estimate on future operating costs is determined and the readily available funding confirmed a recommendation to Council will be presented.

Funding committed to date:

Temiskaming Shores and Area Rotary Club \$100,000

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

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: February 6, 2018
Subject: Request to purchase Municipal Land – Michael Fila (115164 Quarry Rd.)
Attachments: Appendix 01 – Aerial Map

Mayor and Council:

Mr. Michael Fila, owner of 115164 Quarry Road attended my office requesting consideration for the sale of municipal land. **Appendix 01 – Aerial Map** illustrates the location of the subject lands being requested for purchase in relation to Mr. Fila's property.

Mr. Fila's dwelling is legal non-conforming and his access (driveway) is located on a portion of Lakeview Avenue. Mr. Fila would like to acquire the land such that the driveway is located on his property and be in compliance with the zoning by-law from a side yard setback. Mr. Fila would also like to acquire the laneway shown in Appendix 01.

Internal Circulation Comments:

Econ Dev: No concerns, land is of little value to other property owners.

Fire Dept.: No objections to proposal.

PW Dept.: No issues regarding the sale of this property.

Treasurer: No concerns with the sale of this property.

It is recommended that Council authorize staff to commence the process for disposal of municipal lands in accordance to By-law No. 2015-160 being a by-law to adopt a Procedural Policy for the Disposal of Real Property.

Prepared by:

Reviewed by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

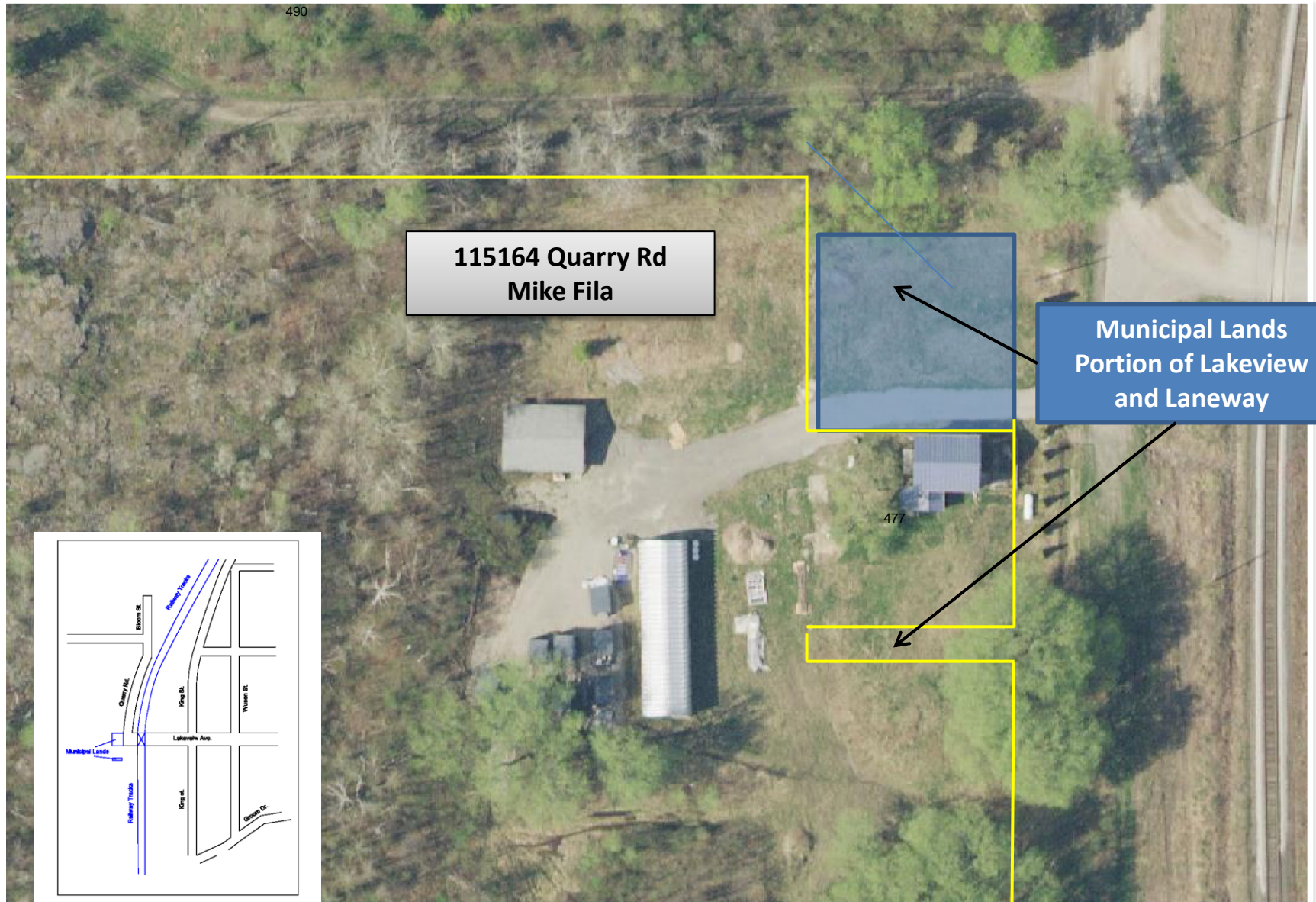
“Original signed by”

“Original signed by”

David B. Treen
Municipal Clerk

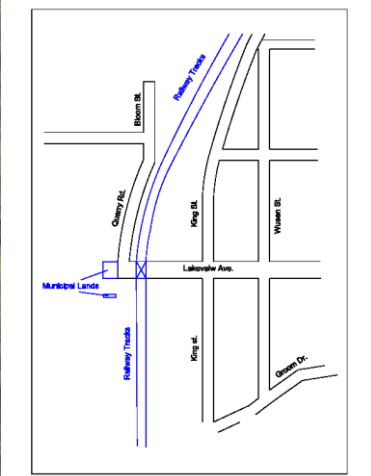
Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager



115164 Quarry Rd
Mike Fila

Municipal Lands
Portion of Lakeview
and Laneway



Key Map

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: February 6, 2018
Subject: Land Sale – DTSSAB – Grant Drive
Attachments: **Appendix 01** – Reference Plan 54R-6021

Mayor and Council:

At the December 19, 2017 Regular Council meeting Resolution No. 2017-516 in regards to the disposition of land to the District of Timiskaming Social Services Administrative Board (DTSSAB) which reads as follows:

Whereas Council adopted By-law No. 2015-160 to establish a Procedural Policy for the Disposal of Real Property;

And whereas the District of Timiskaming Social Services Administration Board (DTSSAB) has been working with the City for the acquisition of land for the development of housing with funding assistance from the Investment in Affordable Housing (IAH) program under the Ministry of Municipal Affairs and Housing (MAH);

And whereas MAH requires confirmation that DTSSAB will be securing property for the development prior to December 31, 2017;

And whereas Section 7 of Procedural Policy for the Disposal of Real Property states that a public meeting shall be held to give the public an opportunity to speak in favour of or against the proposed disposal;

And whereas a public meeting was held on September 19, 2017 in regards to the request for DTSSAB to acquire property at the corner of Roland Road and Raymond Drive for this development;

Now therefore be it resolved that Council hereby deems it in the Public Interest, given the time sensitive nature of DTSSAB's request to meet the funding requirement of the Investment in Affordable Housing program, to waive the requirements for a public meeting under the City's Disposal of Real Property by-law (By-law No. 2015-160); and

Furthermore that Council directs staff to prepare the necessary by-law for a Purchase and Sale Agreement with the District of Timiskaming Social Services Administration Board as the purchaser and the City of Temiskaming Shores as the vendor for the North ½ of Lot 9, Conc. 3, Dymond Twp. for consideration at the January 9, 2018 Regular Council meeting.

The intent of the resolution and land sale was to transfer the entire parcel (North ½ of Lot 9, Conc. 3) to DTSSAB, have a legal reference plan prepared to identify the needs of the housing project (approx. 1.2 Acres) and have DTSSAB transfer back the remainder of the parcel.

Surveyors on Site was able to prepare the necessary legal reference plan, thus eliminating the requirement for any transferring back of land by DTSSAB attached hereto as **Appendix 01** – Reference Plan 54R-6021.

Therefore it is recommended that Council direct staff to prepare the necessary by-law for a Purchase and Sale agreement with DTSSAB as the Purchaser and the City of Temiskaming Shores as the Vendor for Parts 1 & 2 on Plan 54R-6021 for consideration at the February 6, 2018 Regular Council meeting.

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

PLAN OF SURVEY OF
 PART OF THE NORTH 1/2 OF LOT 9,
 CONCESSION 3
 GEOGRAPHIC TOWNSHIP OF DYMOND
 CITY OF TEMISKAMING SHORES
 DISTRICT OF TIMISKAMING



- LEGEND**
- MONUMENT PLANTED
 - MONUMENT FOUND
 - SIB STANDARD IRON BAR
 - IB IRON BAR
 - P1 PLAN 54R-3676
 - P2 PLAN 54R-4895
 - P3 PLAN TER-83
 - P4 PLAN TER-277
 - P5 PLAN 54R-4311
 - 724 W.J. RYAN, O.L.S.
 - SC H. SUTCLIFFE LTD., O.L.S.
 - SRQ SUTCLIFFE RODY QUESNEL INC., O.L.S.

NOTES

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99969397.

BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS (SCPs) COSINE HCM 00819740135 & HCM 01019801501, UTM ZONE 17, NAD83 (ORIGINAL)

FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:
 P1 - 0°57'20" COUNTER CLOCKWISE
 P2 - 0°57'20" COUNTER CLOCKWISE
 P3 - 0°58'20" COUNTER CLOCKWISE
 P4 - 0°56'40" COUNTER CLOCKWISE
 P5 - 0°58'55" COUNTER CLOCKWISE

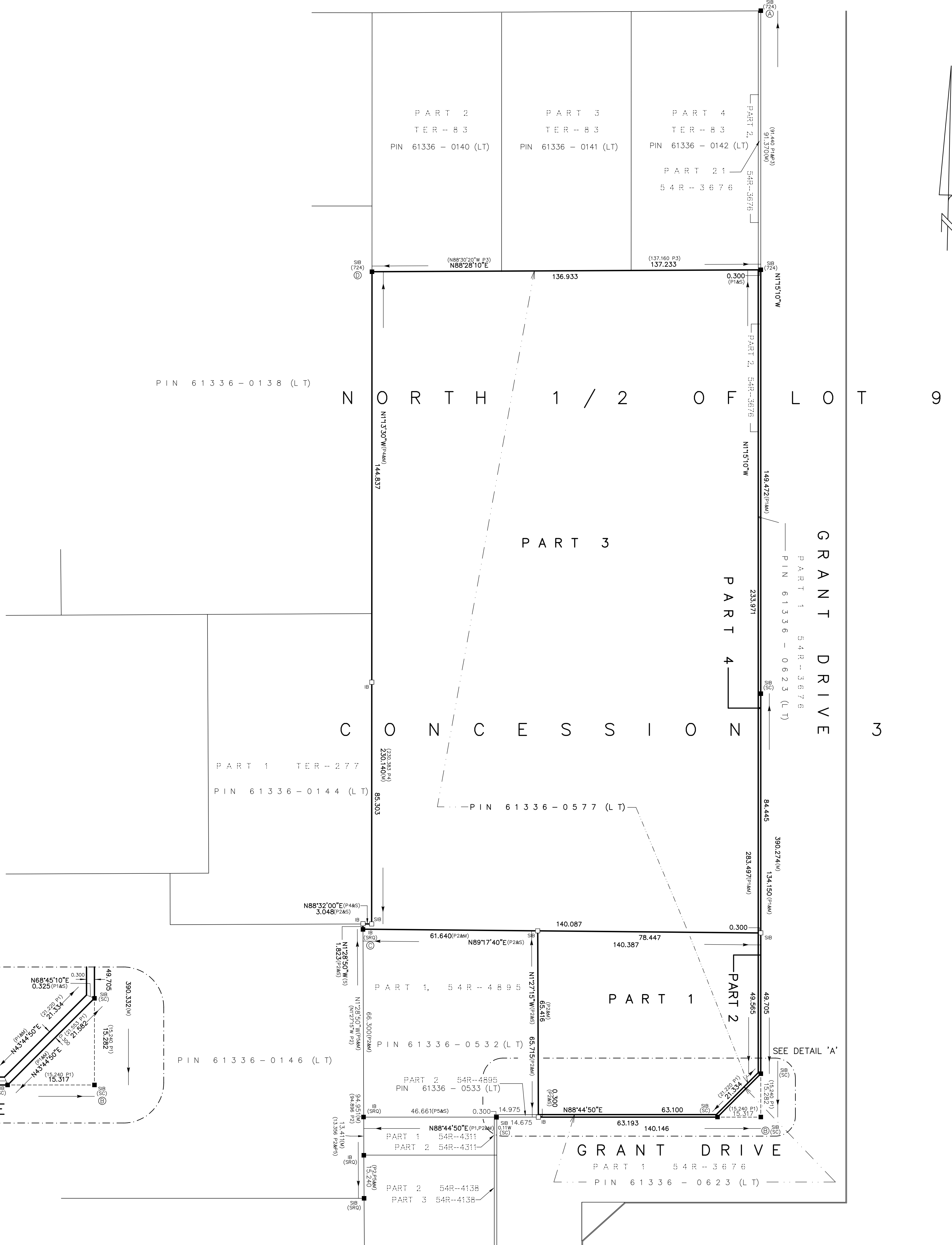
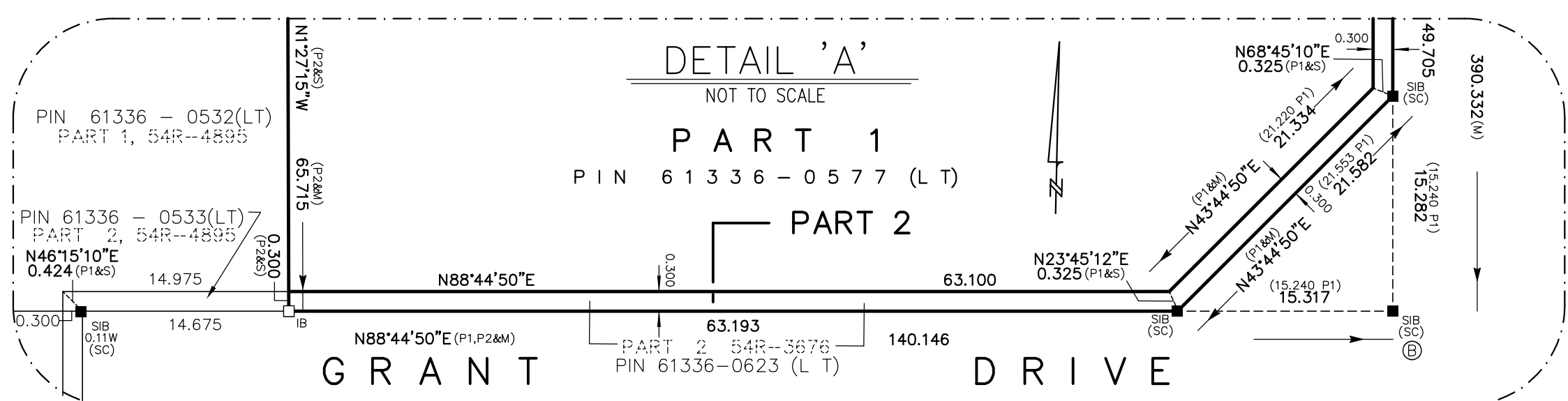
SURVEYOR'S CERTIFICATE

I CERTIFY THAT:

- THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
- THE SURVEY WAS COMPLETED ON THE 9th DAY OF JANUARY, 2018.

JANUARY 26, 2018
 NEW LISKEARD, ONTARIO

Ryan Seguin
 RYAN SEGUIN
 ONTARIO LAND SURVEYOR



REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT.

PLAN 54R-6021
 RECEIVED AND DEPOSITED

DATE: JANUARY 26, 2018
 DATE: JANUARY 31, 2018

Ryan Seguin
 RYAN SEGUIN
 ONTARIO LAND SURVEYOR

"C. CAREY"
 REPRESENTATIVE FOR THE LAND REGISTRAR FOR THE LAND TITLES DIVISION OF TIMISKAMING (No. 54).

SCHEDULE

PART	LOT	CONCESSION	PIN	AREA (M ²)
1			PART OF PIN 61336-0577(LT)	4,977.64
2	PART OF THE NORTH 1/2 OF LOT 9	3	PART OF PIN 61336-0623(LT)	38.29
3			PART OF PIN 61336-0577(LT)	31,920.92
4			PART OF PIN 61336-0623(LT)	70.19

GEOGRAPHIC TOWNSHIP OF DYMOND

PIN SUMMARY - PARTS 1 & 3 ARE PART OF PIN 61336-0577(LT)
 - PARTS 2 & 4 ARE PART OF PIN 61336-0623(LT)

INTEGRATION COORDINATE TABLES

SPECIFIED CONTROL POINTS (SCPs)		
MONUMENT	NORTHING	EASTING
HCM 00819740135	5,261,369.858	598,036.733
HCM 01019801501	5,267,341.128	599,712.544

UTM ZONE 17, NAD83 (ORIGINAL)

OBSERVED REFERENCE POINTS (ORP) BELOW ARE DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO UTM ZONE 17, NAD83 (ORIGINAL).

COORDINATES COMPLY WITH THE URBAN ABSOLUTE ACCURACY PER SEC. 14(2) OF O.REG. 216/10.

ORP	NORTHING	EASTING
(A)	5265742.95	600100.15
(B)	5265352.83	600108.68
(C)	5265416.05	599966.90
(D)	5265647.96	599965.00

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: February 6, 2018
Subject: Amendment No. 1 to By-law No. 2017-089 – Funding under CWWF
Attachments: **Appendix 01** – CWWF Amendment No. 1

Mayor and Council:

Council adopted By-law No. 2017-089 at the June 20, 2017 Regular Council meeting being a by-law to authorize the entering into a Transfer Payment Agreement under the Clean Water and Wastewater Fund (CWWF) for the replacement of Iron Removal Filters at the McCamus Water Treatment Plant.

Article 2 of the By-law reads as follows:

That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment through a Resolution of Council.

Appendix 01 – CWWF Amendment No. 1 attached hereto extends the agreement to March 31, 2020.

It is recommended that Council approve Amendment No. 1 to By-law No. 2017-089 being a by-law for Transfer Payment under the Clean Water and Wastewater Fund for the replacement of the Iron Removal Filters at the McCamus Water Treatment Plant to extend the agreement to March 31, 2020.

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

“Original signed by”

David B. Treen
 Municipal Clerk

“Original signed by”

Kelly Conlin
 Director of Corporate Services (A)


“Original signed by”

Christopher W. Oslund
 City Manager

**CLEAN WATER AND WASTEWATER FUND (ONTARIO)
TRANSFER PAYMENT AGREEMENT AMENDMENT No. 1**

BETWEEN:

Her Majesty the Queen in right of Ontario
as represented by the Minister of Infrastructure

 (the "Province")

- and -

the Recipient

BACKGROUND

The Government of Canada has agreed to extend the Project deadlines under the program to allow Projects to be completed before March 31, 2020. In order to implement this change the Province and Recipient have agreed to amend the Agreement.

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
2. Pursuant to section 3.0 of the Agreement, the Agreement is amended as follows:
 - (a) Section E.2.3 (iii) is amended by replacing "March 31, 2018" with "March 31, 2020";
 - (b) Section E.2.3(iv) is deleted;
 - (c) Section E.3.1 (i) is deleted and replaced with:
"Costs incurred prior to April 1, 2016 and costs incurred after March 31, 2020";
 - (d) Section J.5.1 is amended by replacing "March 31st, 2019" with "March 31st, 2020";
 - (e) Section J.5.2 is amended by replacing "September 31st, 2019" with "September 31st, 2020";
 - (f) Paragraph (h) of Sub-schedule "J.4" - Form of Certificate from Professional Engineer is deleted and replaced with: "if the Sub-project is a new or expansion project, can be completed by March 31, 2020".

- 3. All other terms, conditions and provisions shall remain as provided for in the Agreement.

The Parties have executed the Amending Agreement No. 1 on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Infrastructure

Jan 28/18

Date



Name:

Title:

ADAM REDISH
Assistant Deputy Minister
Infrastructure Policy Division
Ministry of Infrastructure



On behalf of **RECIPIENT**, the undersigned agrees to and accepts the within terms, conditions and provisions for the amendment of the Agreement.

Recipient Full Legal Name: _____
(Municipality/ LSB/ First Nation)

Signature: _____

Name: _____

Title: _____

I have authority to bind the Recipient.

Date:

Memo

To: Mayor and Council
From: Kelly Conlin, Director of Corporate Services (A)
Date: February 6, 2018
Subject: Small Business Enterprise Centre (Enterprise Timiskaming)

Mayor and Council,

The Enterprise Timiskaming Business Centre has been a part of municipal operations since 2004. Enterprise Timiskaming offers an array of valuable services to both small business entrepreneurs and students throughout the District of Timiskaming.

From an operations standpoint, the Business Centre employs both a Manager and Coordinator to assist with the delivery of small business programs and provincially mandated and funded programs such as Starter Company Plus and Summer Company.

Due to the growth of the program over the years, staff determined that there are capacity limitations, from both a management and physical location perspective. Chantal Charbonneau, Manager of Enterprise Timiskaming agreed that working out of City Hall has not been the ideal setting for the Centre and may, at times, be restrictive for clients.

On December 13, 2017 staff met with our local Ministry of Northern Development and Mines advisor to discuss a possible divestment and transfer of the Enterprise Centre. At that time the South Temiskaming Community Futures Development Corporation was identified as a possible partner.

On December 14, 2017, staff presented this information in Closed Session at a Corporate Services Committee. The Committee supported the recommendation.

On January 25, 2018, the City Manager contacted the Ministry of Northern Development and Mines, in writing, with the request to divest the program and transfer responsibility to the South Temiskaming Community Futures Development Corporation (STCFDC).

On January 26, 2018 the STCFDC passed a motion approving, in principle, the responsibilities to administer and manage the operations of the Enterprise Timiskaming Centre.

It is our goal to have the transfer complete by March 31, 2018.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Kelly Conlin
Director of Corporate Services (A)

Christopher W. Oslund
City Manager

Subject: Adoption of a new Sign By-law

Report No.: CS-003-2018

Agenda Date: February 6, 2018

Attachments

Appendix 01: Modified Draft Signage By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-003-2018; and
2. That Council acknowledges and approves the modifications to the proposed Sign By-law and directs staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 20, 2018 Regular Council meeting.

Background

Council considered Administrative Report CS-039-2017 at the November 21, 2017 Regular Council meeting and directed staff to prepare the necessary by-law for a new Sign By-law and host a public meeting on December 5, 2017.

The proposed by-law was made available at various locations (City Hall, Branch Libraries, etc.) and comments were received in regards to the proposed by-law summarized as follows:

- Current electronic billboards distracting, especially when it is a solid white background (too bright); and
- No definition for Electronic Billboard, not sure if provisions for Electronic Text Message Signs applies to Electronic Billboards

Analysis:

Appendix 01 – Modified Draft Sign By-law incorporates amendments meant to address the concerns raised at the public meeting and are summarized as follows:

Section 3.3 Electronic Text Message Signage was amended to read ***Electronic Text Message and/or Electronic Billboard Signage*** clarifying that the provisions for electronic signs include electronic billboard signs.

A provision within Section 3.3 was added to address the concern with signage being too bright and reads as follows:

No Text Message and/or Electronic Billboard sign shall have any part of it exceed a luminance of 6,000 candelas per square metre (cd/m²) between sunrise and sunset, and 300 cd/m² between sunset and sunrise, with sunrise and sunset times being determined according to the National Research Council of Canada Sunrise/Sunset Calculator.

A definition for candelas per square metre (cd/m²) has also been incorporated into the policy. The amended by-law was forwarded to the one individual that raised the concerns at the public meeting and provided feedback on the amendments.

The amended by-law was reviewed at the Corporate Services Committee meeting held on January 18, 2018 with the Economic Development Officer, James Franks identifying some concerns that various business may have with the by-law. The concerns were discussed and the following amendments were also incorporated:

- removal of provision 3.3 c. v. which read ***“have images or text projected onto a building structure or any surface”***;
- removal of provision 3.3 g. which read ***“a message/image sign must be turned off between the hours of 9:00 p.m. and 7:00 a.m. when located within 120 m (394 ft.) of a Residential Zone”***; the 300 cd/m² brightness required between sunset and sunrise was validated to be less than that of a standard street light;
- A note added after provision 3.3 h. limited a property to one (1) Electronic Text Message and/or Electronic Billboard Sign which reads ***“if a property contains multiple businesses and desires an additional Electronic Text Message and/or Electronic Billboard Sign approval from Council is required.”***;
- remove provision 3.4 h. for Sandwich Board Signs prohibiting the displaying of such signs from October 31st and April 1st and replacing with ***“No Sandwich Board or V sign shall be displayed to impede maintenance operations (i.e. snow removal / snow clearing) performed from time to time”***

It is recommended that Council acknowledge and approve the amendments to the Sign By-law and direct staff to prepare the necessary by-law for a new Sign Policy for consideration at the February 23, 2018 Regular Council meeting.

Alternatives

Council could opt to continue use of the existing sign Policy.

Financial / Staffing Implications

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

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

Staffing implications 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

Corporation of the City of Temiskaming Shores

By-law No. 2018-000

**Being a by-law to regulate Signs and to repeal
all previous by-laws and amendments**

Whereas the Municipal Act S.O. 2001, Section 11 (3), paragraph 7 as amended authorizes Council to pass bylaws regulating structures, including fences and *signs*:

And whereas Sections 99 of The Municipal Act, S.O., 2001, C25 as amended establishes rules that apply to a bylaw of a municipality respecting advertising devices including *signs*;

And whereas section 391(c) of the Municipal Act, 2001 provides that a municipality may pass by-laws imposing fees or charges on any class of persons for the use of its property including property under its control;

And whereas section 398 (2) of the Municipal Act, 2001 provides that the treasurer of a local municipality may add fees and charges imposed by the municipality to the tax roll and collect them in the same manner as taxes;

And whereas Council considered Administrative Report No. CS-004-2018 at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law for the regulation of signage in the City of Temiskaming Shores for consideration at the February 23, 2018 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 adopts a by-law to regulate signs in the City of Temiskaming Shores, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That this by-law shall come into force and take effect on the date of its final passing.
3. That By-law No. 2007-019, as amended is hereby repealed.
4. That the Municipal Clerk or his/her designate is hereby granted signing authority to act on the City's behalf with regards to entering into encroachment agreements with respect to signs, pursuant to this bylaw.
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.

Read a first, second and third time and finally passed this 23rd day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-000

Sign By-law

Part 1 – Definitions of Words and Phrases

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this section shall have the meanings as defined in Section 1.4.1.2 of the *Ontario Building Code* where provided and otherwise the meanings which are commonly assigned to them in the context in which they are used in this by-law.

The words defined in this section have the following meaning for the purposes of this by-law.

- 1.1 **Abandoned Sign** means a *sign* which no longer identifies or advertises a bona fide business, lesser, service, owner, product, or activity, or for which no legal owner can be found;
- 1.2 **Animation** means the direction of attention to a *sign* through the movement of one or more parts or through the impression of movement including color changes, flashing lights and *illumination* which exhibits noticeable changes in light intensity, but excludes digital time and/or temperature information, flags, *banners* or pennants;
- 1.3 **Animated Sign** means a *sign* that, whether by mechanical and/or electrical means is set in motion, which fixture is an integral part of the construction of said *sign* and shall include any moving or changing image or any animation;
- 1.4 **Billboard** means a *sign* that advertises a product or service available, or a business not conducted on the property where it is located;
- 1.5 **Building By-law** means the City of Temiskaming Shore By-law 2005-066 and amendments thereto, and any subsequent by-laws which may be enacted in substitution thereof;
- 1.6 **Building Code Act** means the Building Code Act, S.O. 1992, C23;
- 1.7 **By-law Enforcement Officer** means a person or persons duly appointed from time to time by *Council* to enforce regulatory by-laws of the Municipality;
- 1.8 **Candelas per square metre (cd/m²)** means a photometric measure of the luminous (intensity of light) per unit area of light travelling in a given direction from a sign;
- 1.9 **City** means the City of Temiskaming Shores;
- 1.10 **Council** means the Council of the City of Temiskaming Shores;
- 1.11 **Construction Site Sign** means an *incidental sign* erected by an individual or a firm on the premises undergoing construction or a property undergoing subdivision, for which the sign user is advertising or furnishing such items as labor, services, materials or financing;

- 1.12 Election Sign** means a temporary *sign* to promote the running candidate for public office during the *election campaign period*;
- 1.13 Encroachment Agreement** means a legal contract between the owner (applicant) of a *sign*, and the City with respect to the erection, construction or placement of a *sign* on or over City property, including road allowances;
- 1.14 Height of the Sign** means the vertical distance measured from the highest point of the *sign* to *grade*;
- 1.15 Illumination** means a method of giving forth artificial light, either directly from a source of light incorporated in or connected with a *sign*, or indirectly from an artificial source, so shielded that no direct illumination from it is visible elsewhere than on the *sign* and in the immediate proximity thereof;
- 1.16 No Parking here to Corner Sign** means any sign erected in accordance with the City Traffic By-law to restrict parking within certain distances of the intersection of 2 or more streets, roads, highways or public thoroughfares;
- 1.17 Ontario Building Code** means O. Reg. 332/12 made under the *Building Code Act*. S.O. 1992, c.23 and amendments thereto;
- 1.18 Park or Recreation Facility Sign** means a permanent *sign* which identifies a public park property, neighborhood park, or recreational facility. Information on the *sign* may also advise the public regarding programs or events occurring in the *City*;
- 1.19 Real Estate Sign** means a temporary *sign* used exclusively to advertise the sale, lease or rent of the property on which the *sign* is located;
- 1.20 Sandwich Board Sign or V Sign** means a *sign* not permanently attached which is set upon the ground and has no external support structure. For the purposes of this by-law such *signs* are deemed to be *portable signs*;
- 1.21 Sign, Signs or Signage** means any device, structure, painting, fixture or placard using forms, graphics, symbols, and or written *copy* intended for the primary purpose of identifying, providing directions to, or advertising any establishment, product, goods, services or events;
- 1.22 Sign Structure** means the combination of components necessary to support and keep the *sign* erect, taking into consideration the effects of live and dead loads, and the effects of wind and shall include, but limited to the foundations, above grade framing, fasteners and ancillary support methods;
- 1.23 Site Triangle** means that area lying within the triangle bounded by a line running from two points located 9 meters (29.52 feet) from the corner of any lot (being the hypotenuse of the triangle), and the lines from those two points to the same corner of the lot, where the lot corner is adjacent to an intersection of two or more streets, roads, highways or public thoroughfares.

1.24 Zoning By-Law means all current by-laws and amendments thereto and any subsequent by-laws which may be enacted in substitution therefore under the Planning Act with respect to land use within the *City* of Temiskaming Shores;

Part 2 – General Provisions

Except as otherwise provided for in this By-law;

No person shall erect, construct or maintain:

1. A sign, a guy wire, stay, brace or attachment thereto that is attached to or interferes with any utility wires, poles or supports thereof;
2. A sign that obstructs the means of egress from any building;
3. A sign where any part of the sign or the sign structure is located within the site triangle of an intersection.
4. A sign that interferes with any surface or underground facilities, conduits or lines for water, sewage, gas, electricity, or communications equipment;
5. A sign attached to a tree or other living vegetation;
6. A sign that interferes with any traffic, warning or instructional signs;
7. A sign that promotes violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability;
8. An illuminated sign that incorporates a strobe light;
9. A sign that interferes with or obstructs the movement of vehicle traffic, maintenance equipment or interferes with or obstructs the free movement of pedestrians or persons in wheelchairs or like conveyances located on or adjacent to public sidewalks, streets or road allowances;
10. An illuminated sign that does not have the light source concealed in order to prevent glare or which is directed at or may cause a hazard on any public thoroughfare;
11. A sign located on or within a highway corridor, a public sidewalk, street or road allowance, or other City owned land without first entering into an encroachment agreement with respect to signs with the City;
12. Notwithstanding the requirement of this subsection, the requirements for entering into an encroachment agreement with respect to signs does not apply where the

- sign promotes or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores;
13. A sign located within 400 meters from Provincial Highways No. 11, 11B, 65 East, 65 West, 567, or 558 without first obtaining any necessary permission from the Provincial Ministry of Transportation;
 14. A sign which projects over vehicular traffic areas with a minimum clearance above grade of less than 4.5 m (14.8 ft.);
 15. A sign which projects over pedestrian sidewalks with a minimum clearance of above grade of less than 3 m (9.8 ft.);
 16. A sign that identifies, provides directions to, or advertises any establishment, product, goods, service or event that is not in conformance with the permitted use of the property as established by the Zoning By-law or any other municipal by-law or Provincial or Federal government regulation.
 17. A sign that encroaches onto a public sidewalk or road allowance at the corner of an intersection of 2 or more streets, roads, highways or public thoroughfares and a No Parking Here to Corner Sign is not so located; no part of the sign or the sign structure shall be located within the site triangle of the intersection.

Part 3 – Permitted Signs

Where the use of the land or property is legal non-conforming in relation to the *Zoning By-law*, *signage* is permitted in accordance with the existing non-conforming use of the land.

3.1 Existing Signs

- a. Where a *sign*, **other than a billboard sign**, which is existing on the date of passing of this by-law, was erected or constructed in conformance with the terms of a permission to erect a *sign* issued under the authority of by-laws of the City of Temiskaming Shores, the erection and construction of the *sign* shall be deemed to be in compliance with this by-law;
- b. Where a sign which is existing on the day of passing of this by-law was not erected or constructed in conformance with the terms of a permission to erect a sign issued under the authority of by-laws the City of Temiskaming Shores, the sign shall be considered to be in contravention of this By-law;
- c. Where a Billboard Sign which is existing on the day of passing of this by-law was erected or constructed on private property in conformance with the terms of a permission to erect a sign issued under the authority of by-laws of the former municipalities comprising the City of Temiskaming Shores, the permissions are deemed to terminate on the date of passing of this by-law or the date which any

permissions with respect to the sign has expired. Such signs shall be considered as abandoned signs;

- d. Where a Billboard Sign which is existing on the day of passing of this by-law was erected or constructed on public lands including road allowances in conformance with the terms of a permission to erect a sign issued under the authority of by-laws of the City of Temiskaming Shores, the permissions are deemed to terminate on the date which any permissions with respect to the sign has expired;
- e. Where any Billboard Sign which is existing on the day of passing of this by-law was not erected or constructed in conformance within the terms of a permission to erect a sign issued under the authority of the City of Temiskaming Shores, such *signs* shall be considered not in conformance with this by-law;

3.2 Billboard Signs

Billboard signs may be permitted on *City* property including road allowances, subject to the *person* entering into an *encroachment agreement* with the City and all *Billboard signs* shall conform with the following:

- a. The message on the billboard *sign* shall not promote violence, hatred, or contempt against any sector of the public distinguished by colour, race, ancestry, ethnic origin, sexual orientation or disability;
- b. The Billboard sign shall not be located within 90 m (295 ft.) horizontal distance of another Billboard sign per direction. In situations where a Billboard sign has been erected to be viewed on the left hand side of the roadway by a motorist, no additional Billboard signs are permitted on the opposite side of the roadway within the horizontal distance calculation;
- c. The setback distances for Billboard signs erected within 400 m (1,312.3 ft.) of a Provincial Highway shall be as established by the Ministry of Transportation;
- d. A Billboard sign shall not be located within 90 m (295 ft.) horizontal distance of a Residential (R) zone without the consent of Council through resolution;
- e. The setback distances for Billboard signs and their supporting structure from the nearest edge of the traveled portion of a roadway or highway that is not a Provincial Highway are as follows:

Area of Sign	Minimum Setback
Up to 3 m ² (32.3 ft ²)	6 m (19.7 ft.)
Over 3 m ² up to 14 m ² (150.7 ft ²)	9 m (29.5 ft.)
Over 14 m ² (150.7 ft ²)	18 m (59.1 ft.)
Signage over 24 m ² (258.3 ft ²) are not permitted	

Notes:

1. Notwithstanding the above, the minimum setback distance to the travelled portion of the roadway may be reduced to 3.5 m (11.5 ft.) for billboard signs and their supporting structures, where the area of sign is less than 6 m² (64.6 ft²) and the sign promotes, or is in support of an event sanctioned by, or affiliated with the City of Temiskaming Shores during of the period commencing 50 days prior to the event, and ending 14 days after the event.

- f. No Billboard sign shall be erected within 15 m (50 ft.) of the intersection of a roadway with another roadway, highway or railway that would impede sight lines.

3.3 Electronic Text Message and/or Electronic Billboard Signage

- a. An Electronic Text Message and/or Electronic Billboard sign is permitted in any zone with the exception of Residential or on lands with the following uses as defined by the applicable zoning by-law: an arena, a recreation centre, a fire station, a police station, a museum, an art gallery, a public administration office, a school, a church, a hospital, a college/university provided the sign is set back more than 1.5 m (4.9 ft.) from the road allowance.

Note: if any portion of the sign is proposed to be located within the Road Allowance an Encroachment Agreement is required;

- b. An Electronic Price Indicator Sign is permitted on a lot with a service station, hotel with a static text message displaying a price or vacancy;
- c. No Electronic Sign shall:
- i. Emit sound;
 - ii. Change the brightness during the transitioning of messages;
 - iii. Contain message(s) that creates the effect of shaking, spinning, twirling, pulsing or flashing;
 - iv. Contain the words or phrases, 'Stop', 'Go Slow', 'Caution', 'Danger', 'Warning', 'Emergency', 'Yield', or 'Detour', unless such word or phrase is part of the name of a business or product and is displayed solely to identify such business or product;
 - v. Be left on if malfunctioning such that the sign is no longer effective in delivering the message.
- d. The message/image shall be displayed continuously in a static manner and without change for a period of time not less than 10 seconds;
- e. The transition time of the message/image shall be no longer than 0.3 seconds and shall be a change of the entire message/image;
- f. No Text Message and/or Electronic Billboard sign shall have any part of it exceed a luminance of 6,000 candelas per square metre (cd/m²) between sunrise and sunset, and 300 cd/m² between sunset and sunrise, with sunrise and sunset times

being determined according to the National Research Council of Canada Sunrise/Sunset Calculator;

- g. Only one (1) Electronic Text Message and/or Electronic Billboard Sign is permitted per property.

Note: if a property contains multiple businesses and desires an additional Electronic Text Message and/or Electronic Billboard Sign approval from Council is required.

3.4 Sandwich Board Signs

- a. A Sandwich Board or V Sign may be placed on a public sidewalk or road allowance (not the travelled portion of the roadway) without entering into an encroachment agreement with the City;
- b. No Sandwich Board or V sign shall be located as to obstruct the straight free movement of pedestrians or persons using mobility aids or like conveyances, and in no case shall the width of unobstructed conveyance be less than 1.5 meters (5 feet) in width.
- c. The Sandwich Board or V sign shall comply with the following:
Max. Area = 1 m² (10.7 ft²) Max. Height = 1.2 m (4 ft.) Max. Width = 1 m (3.3 ft.);
- d. No part of the sign or the sign structure shall be located closer to an intersection than any No Parking Here to Corner sign;
- e. No Sandwich Board or V sign shall be illuminated or electrified;
- f. The sign shall be securely anchored to the ground by mechanical means so as to resist anticipated wind loads;
- g. The sign may only be displayed at such time as the establishment which it is identifying, providing directions to, or advertising a product, goods or service or event for, is open for business;
- h. No Sandwich Board or V sign shall be displayed to impede maintenance operations (i.e. snow removal / snow clearing) performed from time to time.

Part 4 – Real Estate Signs

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

- 1. In Residential (R) zones, one *real estate sign*, provided the *area of sign* shall not exceed 1.5 m² (16.1 ft.²) for a one sided *sign*, or 3 m² (32.3 ft.²) for a *two (2) sided sign*;

2. In all zones other than Residential (R) zones one real estate sign provided the area of sign shall not exceed 3 m² (32.3 ft.²) for a one sided sign, or 6 m² (64.6 ft.²) for a two (2) sided sign, and it is removed within 7 days after the sale, rental or lease has been accomplished.

Part 5 – Election Signs

The Election Campaign period, in the case of elections for Federal and Provincial politicians is the time period beginning on the day the election is called and ending on the day voting takes place.

The Election Campaign period, in the case of elections for Municipal and School Board politicians is the time period beginning on the day nominations are certified by the Clerk and ending on the day voting takes place.

Election signs erected or constructed during an election campaign period shall be removed within 3 calendar days following the election campaign period. Such signs shall be securely affixed to the ground, and must not create a hazard or obstruction to pedestrian or vehicular traffic.

Election signs may be erected or constructed on candidate's campaign offices located on private property during the period commencing 90 calendar days prior to the election day and shall be removed within 3 calendar days following the election campaign period and must be in conformance with all other requirements of this bylaw.

Part 6 – Exemptions

Subject to all other provisions of this By-law the following *signs* may be erected without obtaining an Encroachment Permit as follows:

1. One construction site sign per construction project provided the area of sign does not exceed 3 m² (32.3 ft.²) for a one sided sign, or 3 m² (32.3 ft.²) per side for a two (2) sided sign and the sign shall be erected no more than 14 days prior to the beginning of construction for which a valid building permit has been issued, shall be confined to the site of construction, and shall be removed 5 days after completion of construction and prior to occupancy.
2. All signs erected or constructed by the City on City owned property, including parklands, road allowances or facilities including municipal buildings bus shelters, and garbage/recycling containers provided the sign is in conformance with all other sections of this by-law and shall include park or recreation facility signs.
3. Election signs erected or constructed on private property and or on public property, including road allowances on behalf of candidates for public office during an election campaign period. The election signs shall be removed within 3 calendar days following the election campaign period. Such signs shall be securely affixed

to the ground, and must not create a hazard or obstruction to pedestrian or vehicular traffic.

4. Signs which promote or are in support of events and/or projects sanctioned by, or affiliated with the City of Temiskaming Shores.

Part 7 – Abandoned Signs

Except as otherwise provided in this By-law, any *sign* which pertains to a time, event, business or purpose which no longer applies or no longer fulfills its function under the terms of a permissions to erect a *sign* issued under the authority of by-laws of the former municipalities comprising the City of Temiskaming Shores, or this by-law, shall be deemed to be an *abandoned sign*.

A *By-Law Enforcement Officer* may order the removal of an *abandoned sign* by giving written notice to the property owner who shall remove the *sign* and related *sign structure* within 30 days of the date of the notice of removal. The property owner shall bear all costs related to such removal. If such actions are not completed in the times prescribed the notice the given by the *By-Law Enforcement Officer*, the City may remove the *signs* and collect the costs in like manner as taxes.

Part 8 - Offences

No person shall erect, construct, place, display, rebuild, reconstruct, alter, maintain or move or cause, suffer or permit the erecting, placing, construction, displaying, rebuilding, reconstructing, altering, maintaining or moving of any *sign* contrary to the provisions of this By-law.

Part 9 - Penalties

Every person who contravenes or violates any of the provisions of this By-law, or who causes, suffers, or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law, or who neglects or refrains from doing anything required to be done by any of the provisions of this By-law, or who carries out or who suffers, causes or permits to be carried out any development in a manner prohibited by or contrary to any of the provisions of this By-law, or who fails to comply with any order, direction or notice given under this By-law, is guilty of an offence and is subject to a fine recoverable under the Provincial Offences Act.

Part 10 - Inspection

The *By-law Enforcement Officer* for the City of Temiskaming Shores is hereby authorized to enter, at all reasonable times upon any property or premises subject to

this By-law to ascertain whether the requirements of this By-law are being or have been complied with.

Appendices

Appendix 01: "Encroachment Agreement Fee Schedule"

Appendix 02: **Template:** "Encroachment Agreement with Respect to Signs"

Encroachment Agreement Fee Schedule

Annual Fee

- | | |
|---|------------------|
| ➤ Less than 1 m ² (10.8 ft ²) | \$ 50.00 |
| ➤ Greater than 1 m ² (10.8 ft ²) | \$ 100.00 |
| ➤ City sanctioned event | No Charge |
| ➤ Not for profit group or Service Club | No Charge |
| ➤ Community Service Initiative * | No Charge |

* Examples: Share the Road, Heritage Museum, Health Unit, MADD, etc.

Template

Encroachment Agreement with Respect to Signs

This agreement dated this _____ day of _____, 20_____

Between:

City of Temiskaming Shores
(Hereinafter referred to as the "City")

and:

Insert Applicant's Name
(Hereinafter referred to as the "Applicant")

Whereas the Applicant has requested permission from the City to encroach upon municipally owned lands for the purpose of erecting signage;

And whereas the City may, by by-law, regulate the use of highways and public places and establish terms and conditions according to which a person may encumber or construct on a highway or public place;

And whereas the City has enacted Sign By-law No. 2017-000 authorizing the encroachment onto highways and public place in the City on the terms and conditions set out in this Agreement;

Now therefore the City and the Applicant in consideration of the applicable Encroachment Fee and covenants herein contained agree as follows:

1. The City hereby grants to the Applicant permission to encroach upon the portion of the land as generally illustrated in Schedule "A", a copy of which is attached hereto;
2. This agreement shall be for a term of _____ (_____) years, commencing on _____, 20____ and terminating on _____, 20____ (the "Term")
3. The Applicant acknowledges and agrees that the encroachment is upon a highway or a public place and that the City has limited power to authorize the private use of highways and public places. The Applicant further acknowledges and agrees that any rights granted by the City to the Applicant by this agreement are not exclusive and are subject to the public's right to pass and repass and that the City has full authority pursuant to this Agreement to require the removal of the sign at any time without notice and without compensation to the Owner;

4. Prior to installation/construction of the signage, the Applicant shall provide to the City detailed plans and specifications showing the intended location of the construction of the Encroachment;
5. The Applicant is responsible for ensuring that the structural design of the sign and support system is adequate to withstand the effects of snow and wind loads;
6. The Applicant shall indemnify and save harmless the City from and against all actions, proceedings, claims and demands by any person and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Applicant in respect of anything done pursuant or ostensibly pursuant to this Agreement including without limitation the construction, installation, maintenance and/or repair of the Encroachment;
7. The Applicant covenants and agrees with the City that the Applicant shall maintain at its sole expense comprehensive general liability insurance providing coverage for acts or omissions by the Applicant, its employees and agents in the amount of not less than One Million (\$1,000,000.00) Dollars per occurrence, all inclusive, and the insurance policy shall:
 - (a) name the City as an additional insured;
 - (b) be issued by an insurance company entitled under provincial law to carry on business in Ontario;
 - (c) state that the policy:
 - (i) applies to each insured in the same manner and to the same extent as if a separate policy of insurance had been issued to each insured; and
 - (ii) cannot be cancelled, lapsed or materially changed without thirty (30) days written notice to the City;
 - (d) be maintained for a period ending twelve months after this Agreement is terminated, and
 - (e) not include any deductible amount greater than Five Thousand (\$5,000.00) Dollars per occurrence.
8. The Applicant shall provide the City with a copy of the required policy upon demand and shall thereafter provide copies of any amendment to the policy;
9. The Applicant shall at all times keep and maintain the Sign and the area in good and sufficient repair to the satisfaction of the City;
10. The Applicant shall give prior notice to the City of its intention to perform any construction, maintenance or repairs related to this Encroachment not less than three (3) business days;

11. The Applicant shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction, installation, maintenance or repairs of the signage, and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as will give reasonable warning and protection to members of the public;
12. Except as expressly authorized in writing by the City, the installation shall be in such a manner as not to interfere with any existing utilities located on the highway either above or below grade. It is the responsibility of the Applicant to ensure proper locates are obtained prior to installation;
13. The Applicant shall provide, if requested by the City, as-built plans of the Encroachment within one (1) month of completion of its construction;
14. Any relocation of signage is necessitated for the installation of utility infrastructure, the City shall provide notice to the applicant and all expenses related to the removal or relocation of the signage will be at sole expense of the Applicant;
15. All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business:

The Applicant:

Insert Name
P.O. Box 000
Somewhere in, Ontario
P0J 1P0

The City:

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

16. The Applicant understands and agrees that the City may at any time, in its sole discretion, withdraw the rights it has granted herein to the Applicant by giving five (5) days notice to the Applicant in writing. In the event of such withdrawal, for any cause or reason whatsoever, the Applicant shall, at its own expense, within such time as may be specified by the City, remove the signage and restore the area to its original state to the satisfaction of the City;

17. If the Applicant fails to remove the signage as required, the City may remove the signage. The cost of such removal will be a debt due and owing to the City by the Applicant;
18. The Applicant shall not be entitled to compensation for injuries affection or disturbance resulting in any way from the installation or removal of the signage and, without limitation, shall not be entitled to business losses, loss of profit, loss of market value, relocation costs or other consequential loss by reason of the installation or removal of the signage;
19. This Agreement shall ensure to the benefit of and be binding on the parties and their respective successors and assigns;

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)

Applicant's Seal)
(if applicable))

Municipal Seal)

Insert Name of Applicant

Authorized Signature
Name: _____

Title: _____

Witness
Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Clerk - _____

Subject: Stop up & Close (Fourth St.) and
Disposition of Fourth Street

Report No.: CS-004-2018
Agenda Date: February 6, 2018

Attachments

Appendix 01: Aerial view of Subject Lands

Appendix 02: Draft Reference Plan

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-004-2018;
2. That Council directs staff to provide the required notice and prepare the necessary by-law for the stopping up and closing a portion of Fourth Street being Part 1 as illustrated on Appendix 02 – Draft Reference Plan for consideration at the February 20, 2018 Regular Council meeting;
3. That Council directs staff upon adoption of a by-law to stop up and close to have said by-law registered at the Land Registry Office; and
4. That Council directs staff to prepare the necessary notice for a public meeting for the proposed disposition of Part 1 as illustrated on Appendix 02 – Draft Reference Plan to be scheduled for the February 20, 2018 Regular Council meeting.

Background

Correspondence was received from David and June Quehe dated May 18, 2017 in regards to the maintenance of Fourth Street in North Cobalt. The letter requests the closure, stopping up and purchase of a portion of Fourth Street as the road allowance has been used and maintained by the Quehe's for primary access to their property (975202 Silver Centre Road) since 1995. **Appendix 01 – Aerial Map** illustrates the area in question.

Confidential Administrative Report PW-024-2017 was considered by Council at the July 11, 2017 Regular meeting during the closed session of the meeting. At that time it was outlined that the Quehe's have maintained this section of road allowance (driveway) for over 22 years and would like to acquire ownership such that they have access to a year round municipally maintained roadway (Silver Centre Rd). The report also outlines that the other residence utilizing the access would benefit from a separate entrance (driveway) directly off of Silver Centre Road.

Council rose with report from Closed and directed staff to initiate the process to declare the property in question as surplus with the intent of disposal to David and June Quehe.

Analysis:

In September staff retained the services of Surveyors on Site for the preparation of a Reference Plan. **Appendix 02 – Draft Reference Plan** illustrates that portion of Fourth Street (Part 1) to be potentially acquired by David and June Quehe.

Prior to being able to transfer that portion of Fourth Street it will be necessary to pass a by-law to permanently close the roadway. Prior to permanently closing (Stop up and Close), public notice of the municipalities intent to pass such a by-law is required. The notice must be provided to all landowners abutting the proposed closure as well as publication in the newspaper (Community Bulletin) at least seven (7) days prior to the passing of the by-law. Although there is no specific requirement to provide a public meeting for the stopping up and closing; a public meeting is required prior to disposal of that closed portion.

Therefore it is recommended to advertise the public meeting such that it is held at the same meeting that consideration of a by-law for the Stopping up and Closing of Fourth Street is held thus alleviating the necessity to attend two meeting to voice concerns for essentially the same matter.

In regards to the potential disposition of the land, Article 3 of Section 5 in By-law No. 2015-060 indicates that land may be sold without determining fair market value if the land of the purchaser does not have direct access to a street (municipally maintained roadway). Given the circumstances and the closed session held on July 11, 2017 it is the intent to sell this portion of road allowance at a nominal fee to ensure David and June Quehe have access to a year round maintained roadway. At the same time the second homeowner who accesses his property would be provided with an alternative access (driveway) directly off of Silver Centre Rd. Refer to Appendix 01.

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

Public Works would be constructing the alternative access (driveway) for Mr. Nicholas Tobler and have allocated funds within the Public Works operational budget. Staffing implications are limited normal staff responsibilities.

Alternatives

No alternatives were considered.

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



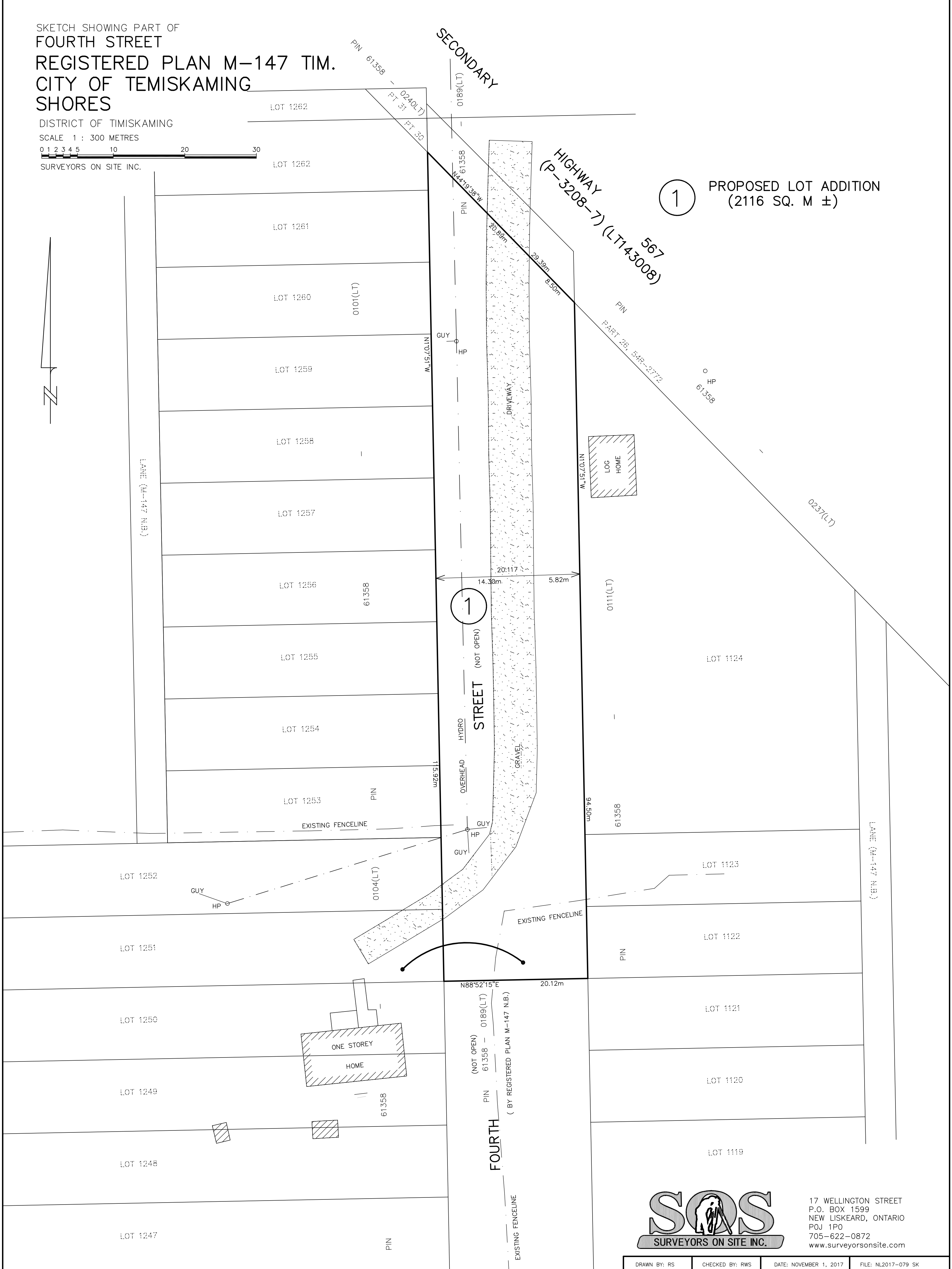
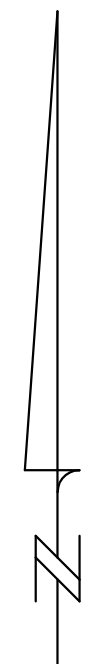
SKETCH SHOWING PART OF
FOURTH STREET
REGISTERED PLAN M-147 TIM.
CITY OF TEMISKAMING
SHORES

DISTRICT OF TIMISKAMING

SCALE 1 : 300 METRES



SURVEYORS ON SITE INC.



1

PROPOSED LOT ADDITION
 (2116 SQ. M ±)



17 WELLINGTON STREET
 P.O. BOX 1599
 NEW LISKEARD, ONTARIO
 P0J 1P0
 705-622-0872
 www.surveyorsonsite.com

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: February 6, 2018
Subject: Amendment to By-law No. 2012-039 – Schedule “C” Fire Response Fees
Attachments: None

Mayor and Council:

In 2012 the City of Temiskaming Shores entered into an agreement with Fire Marque Incorporated. As part of this agreement, Fire Marque’s Indemnification Technology program would provide the City of Temiskaming Shores the opportunity to recover certain costs associated with fire responses through insurance companies.

The fees associated to fire responses are outlined in Schedule “C” to By-law No. 2012-039 and were derived from the rates established by Ministry of Transportation (MTO) for fire department responses on the King’s Highway at \$410/hour. Effective November 1, 2017, MTO increased this hourly rate to \$465.42 for these types of responses. Based on this increase it is recommended that the Fire Response Fees – Indemnification Technology outlined within Schedule “C” to By-law No. 2012-039 be amended to read as follows:

“Current MTO Vehicle/Emergency rates, plus any additional costs to the Fire Department or the City of Temiskaming Shores for each and every call.”

By amending Schedule “C” to read as outlined above, future MTO rate adjustments will not require an amendment to the fees schedule. Based on the above, the following is being recommended to Council for consideration:

1. That Council agrees with the recommended change to Fire Response Fees to “Current MTO vehicle/Emergency rates, plus any additional costs to the Fire Department or the City of Temiskaming Shores for each and every call.”; and
2. That Council directs staff to prepare the necessary by-law to amend By-law 2012-039, being a by-law to establish Fees and Service Charges at the February 6th, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Timothy H. Uttley, Fire Chief/CEMC
Date: February 6, 2018
Subject: SCBA RFP Release
Attachments: Appendix 01 – Request for Proposal
Appendix 02 - General Specifications

Mayor and Council:

On December 19, 2017 Council adopted in principal, the 2018 General Capital and Operating Budgets.

Included in the Operating Budget was the replacement purchase of Self Contained Breathing Apparatus (SCBA) for the Temiskaming Shores Fire Department.

On January 3, 2018, the Fire Department Truck Committee, consisting of representatives from all three fire stations, met and discussed the options to be considered for the purchase of the SCBA. Subsequently a draft Request for Proposal (RFP) and General Specifications was circulated to the committee for review and comment.

As a result, the members of the Truck Committee agreed and supported the RFP and General Specifications for the SCBA attached as Appendix 01, and General Specifications document (attached as Appendix 02) as presented.

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

1. That Council acknowledges receipt of Memo 003-2018, more specifically Appendix 01 – Request for Proposal and Appendix 02 – General Specifications for the purchase of new SCBA for Temiskaming Shores Fire Department; and
2. That Council authorize the Fire Chief to proceed with the release of the RFP and General Specifications.

I would like to thank Council for your consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief/CEMC

Christopher W. Oslund
City Manager



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores
Request for Proposal
PPP-RFP-002-2018
SCBA Replacement

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



Objective

The overall objective of the Request for Proposal is for the Corporation of the City of Temiskaming Shores to enter into an Agreement with a qualified entity for the provision forty-five (45) self-contained breathing apparatus (SCBA) for the Temiskaming Shores Fire Department.

The successful bidder must be a sales distributor, authorized by the manufacturer, to sell the equipment specified herein. A signed document from the manufacturer confirming this requirement must be included with the bid.

Acknowledge	YES	NO	NO EXCEPTION – MANDATORY REQUIREMENT
--------------------	------------	-----------	---

Exceptions

The attached specifications outline the general requirements of the department who intend to use the SCBA with a specific focus on performance, safety, operability, and longevity of the SCBA. On a Request for Proposal basis, the Municipality solicits the manufacturer’s best representation of these requirements recognizing that manufacturing techniques, practices and materials may vary between manufacturers.

Acknowledge	YES	NO	
--------------------	------------	-----------	--

Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

Submissions

Submissions must be in one (1) hard copy and one (1) in a .pdf format on a flash drive and submitted to the following address:

City of Temiskaming Shores

P.O Box 2050

325 Farr Drive

Haileybury, Ontario

P0J 1K0

Attention: David Treen, Municipal Clerk “PPP-RFP-002-2018 SCBA Replacement”

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday, February 22, 2018.**

- Late Proposals will not be accepted;
- Proposals by fax or email will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals, to waive informalities, irregularities or other deficiencies in any Proposal and to accept a Proposal which does not conform strictly to the requirements of the Proposal documents;
- The City reserves the right to accept any Proposal it considers advantageous;



- The City recognizes that “**best value**” is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price. The lowest priced proposal will not necessarily be accepted and the City’s decision shall be final.
- The City reserves the right to enter into negotiations with a Proponent and any changes to the Proposal that are acceptable to both parties will be binding.
- The City reserves the right, at its sole discretion, to disqualify any Proponent for past work history or reputation.
- The Proposals shall be valid for 30 (thirty) days from submission date.

➤ Acknowledge	YES	NO	
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Questions

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

Timothy H. Uttley

Fire Chief
 City of Temiskaming Shores
 325 Farr Drive
 Temiskaming Shores, ON P0J 1K0
 Phone: (705) 672-3363 ext. 4701
 Fax: (705) 647-8297
tuttley@temiskamingshores.ca

Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in North-eastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 9,920. The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

Background

The City of Temiskaming Shores presently maintains and operates a Fire Service through three fire stations located in the former towns of Dymond, Haileybury and New Liskeard. The focus of this Request for Proposal will be for the supply and delivery of forty-five (45) SCBA for Temiskaming Shores Fire Department.

Amendments

The City may modify, amend or revise any provision of this RFP or issue any addenda at any time. Any modification, amendment, revision or addenda will be in writing and will be provided to all respondents.



The City reserves the right to vary the scope of work prior to the *Award* of the contract. Although the City will make every reasonable effort to ensure a Proponent receives all addenda issued, it is the Proponent’s ultimate responsibility to ensure all addenda have been received and are reflected in their Proposal.

Acknowledge	YES	NO	
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Commitment to Negotiate

The successful respondent shall execute any documentation, drafted in accordance with the terms of the successful respondent’s proposal and any subsequent negotiations, within thirty (30) days of the date of notification of the successful respondent’s selection.

Respondents not initially selected as the successful respondent hereby commit themselves, subject to notification by the City to execute documentation as aforesaid up to sixty (60) days following the date of submission of their proposals.

Acknowledge	YES	NO	
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Form of Proposal

The Proposal shall include:

- All pages of this Request for Proposals, without alteration;
- All addenda that have been issued;
- All Proposal Requirements of this Request for Proposals.

The Proposal shall be typed or written in ink. It shall contain original signatures where required. The Proposal shall be made upon the Form of Proposal provided. The prices quoted shall be valid for a period of sixty (60) days from the closing time. Faxed or emailed Proposals will not be accepted

Acknowledge	YES	NO	
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Insurance

The supplier of the SCBA must supply a Certificate of Insurance proving that they carry a minimum of \$5,000,000.00 in product liability insurance.

Acknowledge	YES	NO	
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Workplace Safety and Insurance Board

The successful bidder must be certified and in good standing with the Workplace Safety and Insurance Board. Proof of certification must be supplied with the bid. A manufacturer that is not certified or not in good standing will be disqualified.

Acknowledge	YES	NO	
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Payment Terms

The Municipality is seeking to enter into a mutually agreeable financing arrangement with the supplier of the SCBA, however may at its discretion, make full payment for the SCBA upon satisfactory delivery of the SCBA. A financing proposal must be supplied with the bid.

Acknowledge	YES	NO	
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Conflict Resolution

This Agreement is based upon mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, both parties, with a commitment to honesty and integrity, agree to the following:

- That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other’s performance; that each will avoid hindering the other’s performance; that each will work diligently to fulfill its obligations; and that each will cooperate in the common endeavor of the contract.
- Both parties to this Agreement shall attempt to resolve all claims, disputes and other matters in question arising out of or relating to this Agreement or breach thereof first through negotiations between the Engineer or representative and the City or representative by means of discussions built around mutual understanding and respect.
- Failing resolution by negotiations, all claims, disputes and other matters in question shall attempt to be resolved through mediation, under the guidance of a qualified mediator.
- Failing resolution by mediation, all claims, disputes and other matters in question shall be referred to arbitration.
- No person shall be appointed to act as mediator or arbitrator who is in any way interested, financially or otherwise, in the conduct of the work on the Project or in the business or other affairs of either the City or the Engineer.
- The Award of the arbitrator shall be final and binding upon the parties.
- The provisions of the *Arbitration Act, 1991 S.O. 1991, Chapter 17* shall apply.

Acknowledge	YES	NO	
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Delivery and Demonstration

The delivery of the SCBA is required for the 2018 budget year with a start date to coincide with notification of the successful respondent. Accordingly, Proponents are asked to provide a delivery schedule for the SCBA.

The successful bidder agrees to provide, at their own expense, a factory trained instructor for such time as the respirator user shall require complete instruction in the operation and maintenance of the respirator. The successful bidder shall supply at the time of delivery, complete operation and maintenance manuals for each respirator.

Acknowledge	YES	NO	
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Preparation of Proposals

All costs and expenses incurred by the respondent relating to its proposal will be borne by the respondent. The City is not liable to pay for such costs and expenses, or to reimburse or to compensate the respondent in any manner whatsoever for such costs and expenses under any circumstances, including the rejection of any or all proposals or the cancellation of this RFP.

Acknowledge	YES	NO	
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Nature of Request for Proposal

This RFP does not constitute an offer of any nature of kind whatsoever by the City to the respondent.

Acknowledge	YES	NO	
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Accessibility for Ontarians with Disabilities Act. (AODA) Compliance

The Contractor shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the Regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service, made under the Accessibility for Ontarians with Disabilities Act, 2005, the Contractor shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities. The Contractor acknowledges that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the City of Temiskaming Shores must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. The Contractor shall submit SCHEDULE “B” within as proof of compliance.

Acknowledge	YES	NO	
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City of Temiskaming Shores
PPP-RFP-002-2018
SCBA Replacement

PPP-RFP-002-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, _____

(Registered Company Name/Individuals Name)

Of, _____

(Registered Address and Postal Code)

Business:

Phone Number (____) - _____

Fax Number (____) - _____

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

Lump sum price \$ _____

HST \$ _____

Total price \$ _____



Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
Qualifications, Expertise and Performance			
Stability and reputation of firm.	5	____10	_____ (50)
Length of time in business.	5	____10	_____ (50)
10%			
Ability to Meet Specifications and Quality Workmanship			
Ability to meet or exceed specification requirements and quality of workmanship.	30	____10	_____ (300)
30%			
Warranty/Service/Repair/Delivery			
Demonstrated customer service program to include repair and availability of parts.	10	____10	_____ (100)
Consideration of types and length of warranties.	5	____10	_____ (50)
Delivery date of the SCBA from the confirmed date of order. Deliver date will be weighted on a monthly basis.	5	____10	_____ (50)
20%			
Price			
Quoted prices from qualifying proposals evaluated by \$10,000 increments.	40	____10	_____ (400)
40%			

Bidder's Name: _____

Evaluator: _____

Date: _____

Total Points: _____



City of Temiskaming Shores
PPP-RFP-002-2018
SCBA Replacement

NON COLLUSION AFFIDAVIT

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

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

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed _____

Company Name _____

Title _____



City of Temiskaming Shores
PPP-RFP-002-2018
SCBA Replacement

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 _____ this _____ day of _____, 2018

FIRM NAME: _____

BIDDER'S AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____

Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement



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

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

Name: _____ Company Name: _____

Phone Number: _____ Address: _____

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

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

Date: _____



GENERAL SPECIFICATIONS

FOR

SCBA

GENERAL INFORMATION

INTENT OF SPECIFICATIONS

It shall be the intent of these general specifications to outline the minimum requirements for the purchase of 45 open-circuit self-contained breathing apparatus (SCBA).

Manufacturers are requested to submit with their bid, breakdown costs per SCBA unit, per cylinder, and other individual costs associated with equipment or services as may be requested within these general specifications.

Each bidder shall submit the manufacturers detailed specifications for their proposal.

Bidder Complies	YES	NO	
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APPROVALS AND CERTIFICATIONS

All SCBA units shall at a minimum meet the following approvals and certifications:

- The SCBA units shall be approved by the National Institute for Occupational Safety and Health [NIOSH], under 42 CFR, Part 84 for chemical, biological, radiological and nuclear protection [CBRN].
- SCBA units shall be compliant with all requirements of the National Fire Protection Association’s 2013 Edition of NFPA – 1981 Standard on Open – Circuit Self – Contained Breathing Apparatus.
- Manufacturers shall provide specific details on all warranties, duration of warranties to include both the electronics and pneumatics.
- All electronic components shall be approved for Intrinsic safety in hazardous locations.

Bidder Complies	YES	NO	
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BASE SCBA TO BE EQUIPPED WITH

Each of the 45 base SCBA units shall be equipped with and/or include the following items:

- All SCBA shall be equipped with 30-minute, 2216 psi cylinders.
- One additional 30-minute, 2216 psi cylinder shall also be provided for each unit.
- 36 of the SCBA cylinders shall be the carbon fibre type, and the remaining 54 cylinders shall be steel or aluminum. SCBA units shall be compatible for use with all cylinder types.
- Integrated PASS device which must meet NFPA 1982, 2013 edition standards and powered by alkaline batteries.
- An Emergency Escape Breathing System (EBSS)
- A voice amplifier system.
- A mask mounted regulator.
- An alkaline battery powered Heads Up Display System.
- A facepiece with a nose cup and an adjustable head harness. Each facepiece shall include a storage bag with a non-scratching liner.

Bidder Complies	YES	NO	
-----------------	-----	----	--

REQUIRED FACEPIECE COMPONENTS

- The full facepiece assembly shall fit persons of varying facial shapes and sizes with minimal visual interference.
- The full facepiece assembly shall be available in a minimum of three sizes clearly marked indicating the size, and shall be easily identifiable through a color-coding scheme.
- The facepiece assembly, including the head harness, shall be latex free.
- The lens shall have a coating to resist abrasion and chemical attack.
- The lens shall have an internal anti-fog coating to reduce fogging of the lens.

Bidder Complies	YES	NO	
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CURRENT SCBA CYLINDER INVENTORY

The department’s current inventory of SCBA cylinders includes the following:

- 70 Scott type aluminum/steel cylinders
- 24 MSA type aluminum/Steel cylinders

The department is standardizing all it’s SCBA through this replacement process. Although the City is requesting bids on all new SCBA and related equipment, the City reserves the right to reduce cylinder requirements where current cylinder inventories can/may be utilized, where appropriate with the new SCBA. In either case, bids must include 36 of the 30-minute carbon fibre type cylinders and 54 cylinders of the steel or aluminum type cylinders.

Bidder Complies	YES	NO	
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ADDITIONAL EQUIPMENT

Additional equipment and services that shall be included in the bid quotation shall include:

- An initial fit test, for up to 70 firefighters, must be completed before equipment is delivered.
- Twenty-five (25) additional face pieces with a nose cup and an adjustable head harness, each face piece shall include storage bag with a non-scratching liner.
- Initial and first year anniversary fit testing.
- Flow/function testing of each unit on the first and second anniversaries.
- (90) Cylinder quick connect adapters.
- Five (5) Fill Station quick connect adapters.
- Three (3) RIT kits with min 10ft. pressure hose with appropriate couplings to mate to a downed Firefighter’s buddy breather, and fill hose and coupling to mate to a downed Firefighter’s Rapid Intervention Crew Universal Airline Coupling (RIC UAC) hose, and a carrying bag and shoulder strap.

Bidder Complies	YES	NO	
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Subject: Volunteer Officer Appointments

Report No.: PPP-001-2018

Agenda Date: February 6, 2018

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-001-2018; and
2. That Council hereby appoints Paul Courchesne as Volunteer Deputy District Chief, and Michel Laberge as Volunteer Captain to the Temiskaming Shores Fire Department in accordance with the *Volunteer Firefighter Hiring and Promotional Policy*.

Background

As a result of the recent appointment of the District Chief at the Dymond Fire Station, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill the vacant Volunteer Deputy District Chief's position and one Volunteer Captain's position at the Dymond Fire Station.

Analysis

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

Based on the identified need to fill the Deputy District Chief's and a Captain's position at the Dymond Fire Station, the two positions were posted at the Dymond Station. Subsequently interviews were conducted with the candidates by the Fire Chief and District Chief for the Temiskaming Shores Fire Department.

The candidates being recommended have demonstrated a strong desire to continue to take a leading role as a member of the Temiskaming Shores Fire Department team. This coupled with their previous community volunteer experience and work-related experience make them both excellent candidates for the position they are being recommended for.

Based on the above, I am pleased to recommend that Paul Courchesne be appointed as Volunteer Deputy District Chief, and Michel Laberge be appointed as Volunteer Captain to the Temiskaming Shores Fire Department in accordance with the Volunteer Firefighter Hiring and Promotional Policy.

Financial / Staffing Implications

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2018 Fire and Emergency Management Services Operational Budget in the amount \$58,700 for each station. All costs associated with the appointment would include the provision of a dress uniform and protective equipment that would be drawn from the fire departments 2018 operational budget.

Staffing implications associated with the proposed appointments are limited to normal administrative functions and duties, and the requirement to fill the vacant positions at the Dymond Fire Station. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members for the Dymond Station.
- 24 for the Haileybury Station, and
- 23 for the New Liskeard Station.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Timothy H. Uttley
Fire Chief

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Douglas Walsh, Director – Public Works
Date: February 6, 2018
Subject: Data Sharing Agreement – Union Gas Limited
Attachments: Appendix 01 – Draft Agreement

Mayor and Council:

During the Annual Emergency Management Training session held on December 1, 2017 representatives from Union Gas (UG) provided a very informative presentation dealing with prevention of damage and loss to their buried plant as well as information on the services that are available to municipalities.

At that time the District Manager for Union Gas committed to sharing distribution mapping for the buried infrastructure that UG has placed in the City of Temiskaming Shores to assist us in future design and construction works. While this information cannot be used to replace the need to acquire locates prior to any excavation work, it will be of significant value for both parties to reduce the amount of conflicts for future proposed buried works.

The attached Draft Agreement outlines what Spatial GIS & Mapping data Union Gas will provide in electronic format, to the City which would be downloaded to our Municipal Data Works (MDW) information for reference by City staff.

It is the recommendation of City staff to enter into the Data Sharing License Agreement with Union Gas.

Prepared by:

Reviewed and submitted for
Council's consideration by:

“Original signed by”

“Original signed by”

Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format

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 Memo No. 000-2018-PW at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Union Gas for the use of Spatial GIS and Mapping data in electronic format for consideration at the February 6, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format, 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 6th day of February, 2018.

Mayor – Carman Kidd

David B. Treen

LICENSE AGREEMENT

THIS AGREEMENT made to be effective this _____ day of _____ 20_____
(Day) (Month) (Year)

BETWEEN:

UNION GAS LIMITED

("Union Gas")

- and -

("Licensee")

WHEREAS Union Gas has produced digital parcel fabric and pipeline infrastructure;

AND WHEREAS the Licensee has requested a license from Union Gas permitting the Licensee to utilize the Product for the purpose of using Union Gas mapping information, on the terms and conditions contained in this Agreement;

AND WHEREAS Union Gas has agreed to provide the Licensee with a non-exclusive license to utilize the Product upon the terms and conditions set forth;

THEREFORE, in consideration of mutual covenants, the parties covenant and agree as follows:

1. Union Gas hereby grants to the Licensee a non-exclusive and revocable license to use the Spatial GIS & Mapping data in electronic format ("Product") as specified and upon the terms and conditions as set out in this Agreement.
2. The Licensee has a non-exclusive, perpetual license to use the Product as follows:
 - a) The Licensee is permitted to copy, translate, reproduce (by any means including electronic, mechanical photocopying or recording), adapt the Product, extract data from the Product and create derivative products using the Product or paper products thereof.
 - b) The Licensee may share and permit to be shared any and all aspects of the Product with its consultants and advisors subject to the same terms and conditions as are applicable to Licensee in this Agreement.
3. Except for the license granted herein, Union Gas owns all right, title and interest in the Product in all languages, formats and media, including copyrights, intellectual property and other proprietary rights therein, and the Product shall continue to be the exclusive property of Union Gas.
4. The Licensee may not sell, assign or otherwise transfer this Product without the prior written consent of Union Gas, except as specifically authorized herein.
5. The method of information transfer will be mutually agree to based on available technology of Union Gas and the Licensee, with the default method being Compact Disc (CD) ROM. The medium of delivery of the product could include, but not limited to: DVD, Email attachment, Portable Storage Device, File Transfer Protocol (ftp) site or similar.



An Enbridge Company

6. The Product will include:
- a) Base Map Data
 - i) Landbase Parcel Fabric – Linear and polygon features, where owned by Union Gas, of Township, Concession, Lot and individual land parcels.
 - ii) Address – Point and polygon features of Union Gas customers
 - iii) Street Centre Line – Linear features of streets
 - iv) Topographic Features – Linear and polygon features of rivers, lakes, streams, boundaries
 - b) Facility Information
 - i) Natural Gas Pipelines – Transmission & Distribution linear features of pipelines
 - ii) Natural Gas Service Lines – linear features of services
 - iii) Natural Gas Valves – point location of inline gas valves
 - iv) Natural Gas Regulation Sites – point location of pressure regulating stations
7. Union Gas agrees to provide the Product to the Licensee as a true north georeferenced file, in a projection, coordinate system and datum model as requested by the Licensee. The product will be in metric (m) units in either of the below formats:
- c) CAD file in Bentley MicroStation (*.dgn) or Autodesk AutoCAD (*.dwg)
or
 - d) GIS database in ESRI ArcView (*.shp), Intergraph GeoMedia (*.mdb) or Map Info (mid/mif)
- Union Gas will consider, but shall not be obligated to provide the Product in other CAD and GIS file formats as requested by the Licensee for its mapping system requirements.
8. The Product is provided "as is" without any warranty of any kind, express or implied, including but not limited to warranties as to the accuracy, completeness, merchantability or fitness for any purpose, arising by law or by statute. The Licensee assumes the entire risk related in any way to use the Product. Licensee agrees and acknowledges that the Product must not be used as a tool to locate underground infrastructure for the purposes of excavation and shall not allow anyone to use the Product for that purpose.
9. Union Gas assumes no responsibility whatsoever for the provision of updates or corrections to the Product, or for the provision of notices thereof to the Licensee.
10. Union Gas shall have no liability to the Licensee or to any other person or entity for any claim relating in any way whatsoever to the Licensee's use or inability to use the Product, or compatibility of the Product with any system or systems of the Licensee, or for any damages, including but not limited to any loss of profits or contracts or other incidental, consequential, exemplary, direct, indirect or special damages relating in whole or in part or in any way whatsoever to the Licensee's rights under this Agreement or to the use or inability to use the Product which shall include, but not limited to, any claim by a third party asserting or involving a patent or copyright violation. This term shall survive the expiry or termination of this Agreement, for a period of 5 years.
11. The Licensee shall indemnify and save harmless Union Gas, its servants, agents, officers and employees from and against any claim, demand or action, irrespective of the nature of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising directly or indirectly from the Licensee's, or any third party to whom the Licensee provides the Product, use of or possession of the Product or in any way whatsoever relating to this Agreement, expressly excluding, a claim by a third party asserting or involving a patent or copyright violation by Union Gas. This term shall survive the expiry or termination of this Agreement for a period of 5 years.



- 12. This Agreement shall be in force from the date of execution or date of delivery of the Product, whichever is later, and shall continue in force unless terminated as provided in this Agreement. Either party on one years notice with or without cause may terminate this Agreement. In the event of termination, both parties agree to return material furnished to them by the other party within a reasonable period of time.
- 13. This Agreement shall not be assigned without the prior written consent of Union Gas, which may not be unreasonably withheld.
- 14. This Agreement constitutes the entire agreement and understanding of the parties as to this license and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied between them.
- 15. No amendment of this Agreement of any kind of its terms and provisions shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
- 16. Each provision of this Agreement which is expressly stated to survive and those that are by their nature intended to survive termination or expiration of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
- 17. This Agreement shall be subject to, and interpreted in accordance with the Laws of the province of Ontario.
- 18. Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between parties.
- 19. This Agreement shall be binding on the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto signed and sealed this Agreement.

UNION GAS LIMITED

By (Signature): _____
I have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

LICENSEE

By (Signature): _____
I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____
I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

Memo

To: Mayor and Council
From: Douglas Walsh, Director - Public Works
Date: February 6, 2018
Subject: Public Works Strategic Plan - Draft
Attachments: **Appendix 01** - Draft Copy – PW Strategic Plan

Mayor and Council:

At the April 18, 2016 Special Meeting of Council, City Manager Chris Oslund introduced the topic of Strategic Plans including the establishment of objectives in order to position the City for growth; ensure financial resources are allocated efficiently and effectively; build upon the City's Asset Management Plan and develop long-term capital planning.

This discussion was followed by presentations from members of the senior management team related to the various departments and activities that would benefit from the development of an over-arching strategic plan or, at minimum, plans for some of the departments.

Over the past few months Public Works staff has developed a short term Plan which represents our best effort on what should be driving the collective change efforts within the Public Works Department of Temiskaming Shores. The plan is not meant to be a daily service manual of functions performed by the Department. However, it is meant to be a planning document for the Department to more effectively and efficiently provide its daily services in the future. It is expected that this document will assist the Department in achieving what we feel is the City wide mission of "providing exceptional services" with a clear direction and measurable benchmarks.

As outlined in the attached document, the Plan establishes Goals, Objectives and Actions that deal with;

- achieving a high level of customer (ratepayer) satisfaction,
- increasing the understanding of the Department,
- ensuring the well-being of the employees,
- ensuring continuity of knowledge within the Department,
- streamlining some of our business practices,
- being stewards of the City's resources,
- balancing public expectations and interests with regulations and resources,
- improving / updating our Asset Management Plan, and
- ensuring that our activities provide the best results through fiscal responsibility.

The first draft was presented to both the Public Works and Corporate Services Committees on Thursday January 18th, 2018 for information purposes and to seek endorsement to present it at the Regular Council Meeting on February 6th. Initially, some rather aggressive timelines were included in the draft presented to those Committees, and they have been extended, in most instances by two to three months, given that the first draft assumed presentation in December 2017. Following Council's review, editing based on any comments received and with the endorsement of Council, the Public Works Department will present the final draft on February 20th in order to start working on some of the initial time sensitive actions outlined in the Plan.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager

City of Temiskaming Shores Public Works Department Strategic Plan

Achieve the Vision



February 2018

City of Temiskaming Shores Public Works Department Strategic Plan

The Public Works Department is dedicated to maintaining and improving the quality of life in Temiskaming Shores. The Department will maintain superior infrastructure and service delivery with pride, respect and integrity.

Introduction:

This strategic plan represents our best effort on what should be driving the collective change efforts within the Public Works Department of Temiskaming Shores. The plan is not meant to be a daily service manual of functions performed by the Department. However, it is meant to be a planning document for the Department to more effectively and efficiently provide its daily services in the future. It is expected that this document will assist the Department in achieving the City wide mission of “providing exceptional services” with a clear direction and measurable benchmarks.

The City of Temiskaming Shores Public Works Department's Strategic Plan is intended to provide a mission, goals, and measurable objectives for the Department to effectively provide services to the City of Temiskaming Shores now and in the future.

We have a significant role to play in the unique and exciting environment of Temiskaming Shores. Our citizens need us to be proactive leaders. In order to be a good leader and a good partner, we need to be strong as well as respected, responsive, and reliable to our citizens. We need to be revolutionary in our thinking in how to deliver services while the environment in which we work continues to become more complex. Given the political and environmental constraints we face, we need extraordinary efforts to succeed. We aspire to be indispensable to our residents and they should view us as their team of professionals whom they can count on to deliver vitally needed public works projects and services, on-time and within budget.

What is a Strategic Plan?

It is no secret that planning is a critical component of all well run organizations, whether private or public. Although this is especially true for public entities as they are responsible for spending tax payer's dollars in the most effective and efficient manner possible.

Proper planning ensures that an organization, in this case the Public Works Department, remains relevant and responsive to the needs of its residents, and continues to strengthen the organization as a whole. Strategic planning provides a base line of where the department is, where it should be in the future and a strategy on how to get there. The plan provides a basis for monitoring progress, assessing results and the impact they are having on reaching the desired outcome. The plan ensures that the Department is allocating its resources including funding, and people in a proper and appropriate fashion.

A strategic plan is a road map to lead an organization from where it is, to where it wants to be in the future. Strategic planning is intended to accomplish three important tasks:

- To clarify the outcomes that an organization wishes to achieve;
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- To select the broad strategies that will enable the organization to achieve those outcomes;
- To identify ways to measure progress.

Strategic planning enables an organization to look into the future in an orderly and systematic way, keeping it focused and on track. In this case, elected officials would provide guidance through policies (possibly outlined in a Master Plan), providing focus for staff to create and implement a departmental strategic plan. It is important to note again that the process of creating the strategic plan is just as important as the plan itself, employee participation and buy in are critical to its success.

Why does Temiskaming Shores need a Strategic Plan?

The Public Works Department will have many hard decisions to make as to what services and projects it can deliver as future funding continues to decline. This trend has been called the “New Norm” for all public agencies. It is essential that a well thought out program for the delivery of essential public works services is developed. It is irresponsible not to have a strategic plan and operate as a reactive department as we are the stewards of the community’s public infrastructure.

To best determine the direction of the Department we must establish what our values are and what we are not willing to compromise. This takes a well thought out planning process and documentation of the actions needed to succeed. Temiskaming Shores Public Works Department needs a strategic plan to be successful in its operations. A strategic plan that has been produced to include goals, measurable objectives, and assigned action steps that can be implemented in an effective manner.

Who Are We?

The Temiskaming Shores Department of Public Works is comprised of 2 main divisions (Transportation and Environmental) with 34 full time, 2 part time (Crossing guards), and 3 seasonal employees (2 Cemetery Attendants and 1 Patrol Person) who possess special skills and knowledge acquired through education, training and experience to meet the public’s needs. Some of the many responsibilities of the Department include:

- Maintaining 214.8 kilometres of roadways and 39.6 kilometres of sidewalks
 - Maintaining 9 bridge and 6 large diameter culvert installations
 - Maintaining 67 kilometres of storm sewer piping and 2142 storm sewer manholes and catchbasins
 - Maintaining 99.1 kilometres of sanitary sewer piping and 1080 sanitary manholes
 - Maintaining 107 kilometres of watermain, 1356 water valves and 488 fire hydrants
 - Maintaining 3035 street signs
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- Maintaining 1209 street lights
- Oversight of all City facility/building maintenance
- Oversight of the operation of all city owned water and waste water treatment facilities
- Oversight on all solid waste, household hazardous waste and recycling programs
- Right-of-way access permitting; and
- Capital construction management

Mission:

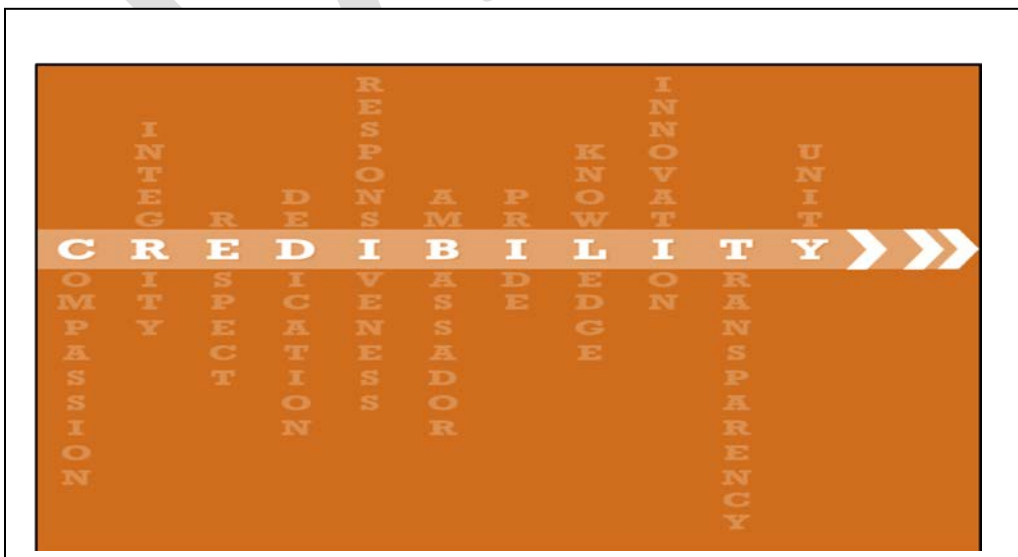
The mission of the Temiskaming Shores Public Works Department is to provide superior quality, safe and appropriate infrastructure for all residents. By establishing positive relationships with the community the Department will be able to provide effective, safe and well managed transportation and environmental services as well as public facilities. The Department will be stewards of the environment and be fiscally responsible in all aspects of its operation. All Public Works employees will be highly qualified individuals and will be provided with the opportunity to continually increase their knowledge through education and training.

Vision:

To be an effectively managed and highly efficient department that responds to the current and future needs through creativity and innovation in order to maintain and enhance the community’s essential infrastructure at affordable service delivery levels while strengthening public trust.

Values

Compassion, Integrity, Respect, Dedication, Responsiveness, Ambassador, Pride, Knowledge, Innovation, Transparency, and Unity.



Compassion *We care about our community and the needs of our citizens.*

Integrity *We seek the highest standard of character in ourselves. We are principled in our actions and remain true to these values.*

Respect *We follow the golden rule and extend the same courtesy, respect and civility to our customers as we would expect for ourselves. We compassionately listen to our citizens and seek to understand their concerns, interests and perspectives. We are also mindful of how we treat each other in the workplace.*

Dedication *We are committed to providing excellent public service.*

Responsiveness *We respond to the diverse needs of the community and strive to take prompt action.*

Ambassador *We proudly serve as our Department's representatives to the community.*

Pride *We take ownership in our work and the services we provide. We live, work, play and take pride in our community and are invested in its future.*

Knowledge *We strive to be experts in our field of work as well as a reliable, trustworthy and credible source of information for Temiskaming Shores residents.*

Innovation *We are dedicated to continual improvement, working both harder and smarter and pushing ourselves to utilizing creative solutions for the betterment of our community.*

Transparency *We believe in the open exchange of ideas and information in an honest, respectful and civil manner, and strongly aspire for community informed design, engineering, and implementation of programs, projects and services.*

Unity *While every employee of the Department is unique, we share a common purpose to positively impact the community we serve.*

Guiding Principles

- Provide for an open and transparent Public Works Department.
 - Provide a superior, safe and functioning infrastructure system for our citizens.
 - Provide all services at a sustainable and affordable level of service.
 - Provide safe and efficient equipment and a safe work environment for City employees.
 - Protect Temiskaming Shores' natural environment and resources.
 - Provide opportunities for education and training to all employees.
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Environmental Scan

The environmental scan looks at both external and internal forces that may have an impact on the Public Works Department's ability to perform its required functions within the organization. The external scan includes looking at opportunities and threats that are outside of the departments control such as:

➤ Political Trends

We must be able to react and adjust to new directives and policies as Councils change and their focuses are altered. Having a management team that is politically astute is important to the success of the department. We cannot control policies and we must learn to adapt quickly if we are to remain a productive and positive force within the organization. Keeping up with the political trends and informing elected officials of our operations is necessary to keeping our mission on track and moving in the right direction. The job of the Director is to make sure that the department is doing what is expected of us and to do so in a manner that is positive for all of the residents.

➤ Community Values

The residents of Temiskaming Shores value the semi-rural character of the City with its' open character and compassionate feel. Preservation of this character is important to take into consideration when the Department is planning for improvements and upgrades of the system. It is apparent that each community does not want to lose its identity. As we approach improvements within our infrastructure we must make sure we take into account the values that the community is based on and keep our designs and improvements within the parameters that have been voiced in the planning stages.

➤ Economic Trends

As the uncertainty with the economy continues, and with no major local boost in sight, our current funding may become the new normal. The Department must be prepared to provide basic services at the same high level that has come to be expected by our residents with less funding. Because our funding is based almost exclusively on property taxes and varying degrees of senior level government support, we can expect stable but slowly declining funding.

One positive with the current trend is that construction costs are somewhat more stable than they have been in the past. Many of the products we rely on are petroleum based and it has been hard to predict how these prices will trend at this time.

➤ Changing Laws and Regulations

As provincial and federal agencies enact new laws and regulations municipalities are forced to uphold these new demands with little or no new funding. These unfunded

mandates continue to take money from other areas causing basic services to be cut back in order to meet these new requirements. This trend will continue in the future as funding dwindles at all levels of government and pass through dollars dry up and in most cases become nonexistent.

➤ Technology

Technology advancements are changing at an unprecedented pace and changing the delivery of all services including the services provided by municipalities. It is increasingly difficult to fund the cost of upgrading and purchasing new equipment to keep up with the demands of the public. Although these technologies are ultimately designed and implemented as ways to improve service delivery there are costs involved with implementing and maintaining these advancements. It is often difficult to train employees to make sure they are proficient and can fully utilize the advancements in a positive and effective manner.

➤ Escalating Demands

Over time citizens continue to demand more from their local governmental bodies. We are required to respond to a whole new variety of issues that in the past we have not had to think about. Local governments at times must be all things to all people. Citizens want municipalities to be responsible for every issue that arises, while they are not willing to admit they may be part of the problem and are unwilling to help be a part of the solution. We must continue to respond to these new demands and community problems in a sensible and diplomatic manner. We cannot ignore these demands, but we need to be cautious about being too heroic by taking on too much and spreading ourselves too thin to be effective at what we really need to be focusing on.

➤ Aging Infrastructure

According to the 2016 Canadian Infrastructure Report Card (CIRC), one third of existing municipal infrastructure in Canada is at risk of rapid deterioration, and requires repair and accelerated renewal. Aging roadways, bridges and buried infrastructure are a concern for all three levels of government. After decades of continuous use, much of Canada's public infrastructure is approaching the end of its useful life and will need to be repaired or replaced.

Temiskaming Shores' infrastructure is no different with the demand for better municipal services growing in response to higher standards of safety, health, and environmental protection, and, to some degree, growth.

SWOT Analysis

S.W.O.T stands for Strength, Weaknesses, Opportunities, and Threats. This is common term used in the strategic planning process. The SWOT is an internal analysis of the entity outlining what the Department is good at, what can be improved

upon, what prospects are available and what dangers may inhibit its ability to provide service and infrastructure.

Current Strengths

Temiskaming Shores Public Works Department realizes that our strengths contribute to the high quality of life our residents enjoy and we strive to continue to look for ways to build on these strengths. The broad knowledge and technical expertise of the Department's staff has given us a strong reputation for competent and efficient service delivery. Our employees take pride in quality performance and the ability to maintain high standards, while providing responsive and timely service. We maintain this high performance standard by investing in staff development through training programs and other employee development opportunities.

Safety is the highest priority we promote in the workplace both for the employees and the public we serve. We have a strong commitment to and continually promote a culture based on personal safety. Safety has and shall continue to be of the utmost importance to the Department benefiting both the employees and the public.

Other Department Strengths Identified:

- Customer Respect
- Excellent Street Maintenance
- Strong Internal Communication
- Cooperative Spirit
- Budget conscience
- Solid Leadership
- Teamwork

Weaknesses (Challenges)

As a public works agency we are challenged by a community where expectations are higher than typically seen and demands continue to rise. We have come to realize that we must adapt the way we approach our work to meet these demands and challenges in a positive and proactive manner. We look forward to collaborating with the community to identify their priorities and design public works programs and services that meet their expectations now and in the future.

As revenues shrink, problems with an aging infrastructure must continue to be addressed including roadway deterioration, aging sewer and water pipes, more demands for amenities as well as facility needs for all City departments. Staff must develop goals to address all of these issues and find creative ways to fund and build these important projects.

Other Department Challenges Identified:

- Environmental / Legislative Compliance
- Current Technologies
- Time Constraints
- Staffing levels

Opportunities

There are many opportunities that are available to the Department that need to be utilized to advance our efforts to provide the highest quality service available. We believe that, for the most part, the Department currently enjoys positive political and community support because of the effort by all employees to deliver superior service and projects in a timely and financially conscious manner. This positive support will continue to provide us with opportunities to improve how we do business.

Additional Department Opportunities Identified:

- Grants
- New Technology Certifications and Training
- Public / Private Partnerships (PPP)

Threats

There are many external threats that are out of the Department's control that will continue to threaten our ability to provide high quality public works services. As funding opportunities decline and competition for limited funds increases the Department will be forced to do more with less. Staff must continue to find new and innovative ways to overcome these threats.

Other threats include:

- Rising costs of material and labor
- Weather fluctuations
- Citizens attitudes and unrealistic requests
- Unfunded mandates
- Loss of institutional knowledge

Strategic Priorities (Goals)

The following goals are the major priorities of the Department based on the internal analysis, information obtained from other departments and agencies, general direction perceived to be, or given from, elected officials and the known priorities that have been expressed by citizens.

Goal 1: Achieve a high level of customer service and satisfaction.

Now more than ever, Temiskaming Shores citizens expect quality projects, programs and services from the Department. Every day, we have the awesome responsibility of affecting the health, safety and welfare of each citizen's life. Therefore, it is important to deliver vital infrastructure and services in a manner that shows the community they are valued. We do so by maintaining the highest standards of ourselves and the services we provide to the community, with courtesy, respect and responsiveness to meet our customers' needs.

Objective #1: Continue to provide excellent services, information and products that meet or exceed customer expectations.

Actions:

- Complete a Departmental Strategic Plan by March 2018.
- Develop methods to measure customer satisfaction.
- Implement, maintain and continually improve an online customer service response system (requests for service), tracking and feedback tool.
- Increase citizen understanding of the function, practices and procedures of the Public Works Department.
- Improve employee customer service skills.
- Enhance core services by defining service standards and service levels.
- Participate in community meetings to establish personal contacts throughout the City.
- Enhance the Public Works section of the City website to better communicate information to residents about upcoming and ongoing maintenance and construction activities.
- Provide Customer Service related training to all Public Works employees.

Goal 2: Increase understanding, involvement and advocacy of the Department.

In order to realize the vision of strengthening public trust, we must continue to strengthen credibility with our citizens and community leaders. Community relationships help to increase awareness and understanding about Department challenges, responsibilities and capabilities. Building relationships with citizens, elected leaders, business and community groups, and educational or other governmental entities generates interest and advocacy for the Departments' services and programs.

Objective #1: Enhance community relations that provide meaningful opportunities for citizen engagement, the exchange of information and to understand and help us resolve community challenges.

Actions:

- Complete a Communications Audit and Draft Plan by June 2018.
 - Implement the Communications Plan by September 2018.
 - Revive the Employee Newsletter at least quarterly.
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- Continually work toward improving citizen engagement and service request tools that both inform and educate the residents of Temiskaming Shores.
- Complete and engage in a robust community relations campaign for future infrastructure upgrading projects beyond 2018.

Objective #2: The Department receives many service requests that are outside our scope of authority or responsibility. It is critical to proactively inform and educate on Department responsibilities and capabilities in order to stay on mission, preserve resources, and be good stewards of public funds.

Actions:

- Develop written policy and protocol for processing inquiries and service requests that both inform and educate the residents of Temiskaming Shores pursuant to the Communications Plan by December 2018.
- Educate all City staff and elected officials on the Department's Service Request Protocol by December 2018.

Objective #3: The Department seeks to promote and reach balanced, informed and sound decisions, policy and legislation.

Actions:

- Complete the Communications Audit and Draft Plan by June 2018.
- Implement the Communications Plan by September 2018.
- Proactively inform, engage and educate community leaders, interested stakeholders, and decision makers on impactful projects and initiatives regularly.
- Demonstrate Department's professional expertise, competency and capability by participating in at least one (1) external stakeholder engagement annually.
- Invite political, resident, neighborhood, business or other groups to share issues, concerns and perspectives with Department management at least quarterly.
- Work regularly, closely and cooperatively with media representatives to cultivate trust and credibility with the public as well as ensure the accuracy of the information provided.
- Extend an open invitation for facility tours to community leaders, interested stakeholders, and decision-makers each May during Public Works week.

Goal 3: Ensure employee well-being in the workplace.

We recognize that our employees are the reason behind our quality organization and excellent service record. We strive to support their continual professional and personal development and growth, safety, security and well-being.

Objective #1: Promote and adopt practices that demonstrate loyalty and support for the health & safety to our employees.

Actions:

- Provide employees with all necessary Personal and Protective Equipment (PPE) to
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ensure that all duties can be carried out in the safest possible fashion.

- Continue to develop an innovative and updated safety program.
- Reward all Public Works employees for preventing injuries and accidents on the job.
- Strive to have zero preventable accidents each year.
- Conduct surveys among all Public Works employees on their feeling about safety and security on the job.
- Support safety training programs by providing time and funds to conduct an appropriate program.
- Appoint a departmental team (management and worker rep.) to plan and implement yearly safety training program.
- Review / update standard operating procedures (SOP's) safety procedures and department manuals.

Goal 4: Ensure continuity of knowledge during staff changes.

Institutional knowledge and other valuable information is often lost with exiting staff. Therefore, it is important to develop robust and effective methods of knowledge transfer for the benefit of both new and existing employees.

Objective #1: Define and implement practices to ensure an acceptable level of knowledge transfer and management accessibility.

Actions:

- Conduct a Training Needs Analysis by December 2018.
- Develop Training and Career Development program to address any gaps found in the Training Needs Analysis by April 2019.
- Review and update employee position descriptions prior to recruitment and/or every 3 years.
- Establish and utilize a new employee orientation checklist and process by January 2019.
- Create an online employee resource portal for Department employees by June 2019.
- Establish a recruitment and replacement procedure for succession planning by June 2019.
- Create individual position manuals by April 2019.

Goal 5: Streamline business process and practices.

Cumbersome business processes and practices can limit the effectiveness of Department resources and capabilities. They have a negative impact on the Department's ability to efficiently serve our citizens. Technology can allow existing staff to make better use of their time while also providing consistent, reliable and higher quality deliverables.

Objective #1: Ensure the Department is operating in the most efficient and effective manner possible by evaluating and refining the most cumbersome business practices and systems in the Department.

Actions:

- Establish an internal “Business Practices Review” Team by May 2018.
- The Business Practices Review Team will identify, by October 2018, at least three (3) critical, yet cumbersome business practices to evaluate and refine.
- The Business Practices Review Team will conduct a review and propose a workflow solution, including any technological tools for each of the three (3) identified business practices, by April 2019.

Objective #2: Where appropriate and cost effective, leverage technological tools to streamline and make paperless internal workflows and business practices.

Actions:

- Establish a Technology Services Advisory Group by May 2018.
- Create and implement the Department’s “Technology Roadmap” by September 2018.
- Fully implement the Vehicle Maintenance program by July 2018.
- Fully implement the Municipal Data Works program to assist with the development of the Asset Management Plan by January 2019.
- Refine the use of and fully implement the Municipal Road Compliance program by January 2019.
- Review the current electronic files and records located on the City’s data storage system and assemble a more user friendly filing system by January 2020.

Goal 6: Practice stewardship of City resources, infrastructure and the environment.

In order to support a sustainable, beautiful, vibrant, safe and livable Temiskaming Shores that keeps and attracts future generations to come, it is important for the Public Works Department and the City to be good stewards of public resources, infrastructure and the environment.

Objective #1: Maintain the livability, beauty and cleanliness of public spaces, property and right-of-way.

Actions:

- During design, construction, operations and maintenance functions, take ownership and foster a sense of pride in the “look” of Temiskaming Shores where the Department has authority and responsibility (e.g. construction sites, streetscapes, roadsides, and other public rights-of-way).
 - Continually seek to improve housekeeping at construction and maintenance sites to include compliance with Storm Water Pollution Prevention Plans.
 - Respond to street cleaning, mowing and graffiti removal requests within 48 hours.
 - Evaluate and select appropriate street tree plantings and urban landscape initiatives where feasible.
 - Promote and implement the City’s Zoning, Planning and Accessibility policies.
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- Continue to secure, preserve and protect public property, right-of-way and utility and conservation easements.

Objective #2: Within the power, authority and responsibility of the Department, protect and preserve the safety and security of our residents, workforce, facilities and resources as well as the resiliency of our infrastructure.

Actions:

- Develop an Environmental and Risk Management System (ERMS) Manual by December 2019 that includes standard environmental, safety and emergency management policies, plans and procedures (including ERMS training).
- Annually conduct an ERMS review and report in December of each year.
- Ensure that each Division (transportation and Environmental) of the Department actively reviews, maintains and conducts drills of their respective Emergency Operations Plans (EOPs) on at least an annual basis.

Objective #3: Promote, evaluate and implement sustainable policies and practices where feasible.

Actions:

- Consider and capture sustainability elements through the creation of a five-year Master Plan.
- Encourage sustainable practices in facility and fleet management.
- Study the development of and develop a strategy for a long-term use of alternative fuels, vehicle conversions and new fueling stations by July 2019.
- Promote water conservation and reclamation and reuse by establishing the Water Conservation Task Force with renewed goals, objectives and targets by January 2020.
- Promote increased recycling and waste diversion through implementation of a 2020 Solid Waste Management Plan and Solid Waste Working Groups' recommendations by July 2019.
- Continue to promote the preservation and protection of floodplain, flood corridors, open spaces and other natural habitats and systems through project planning, development and construction phases.
- Continue to promote green infrastructure for facility improvement, storm and sanitary sewer, potable water, roadway and drainage rehabilitation, reconstruction projects street and interior building lighting and energy efficient facility projects.

Goal 7: Balance public interest and resources to achieve compliance with and provide input to shape Provincial and Federal regulations.

Over the course of the last 60 years, provincial and federal regulations have increased significantly, adding both time and cost to municipal projects, programs and services. It is crucial for the Department to actively and proactively research, evaluate and ultimately comply with provincial and federal mandates, while also advocating for balanced and reasonable regulations.

Objective #1 Comply with local, provincial and federal regulations.

Actions:

- Develop a policy to promote membership and participation in national, provincial and local professional organizations by September 2018.
- On an ongoing basis, participate in local, provincial, or federal coalitions that identify, discuss or advocate for/against issues and concerns on behalf of municipal government.
- Continually track the efforts and initiatives of regulatory agencies.
- Engage regulatory agencies early and often to improve regulatory reasonableness. Regularly advocate against overburdening regulations.
- Evaluate whether to develop an integrated management plan for discussion with regulatory agencies by January 2019.
- On an annual basis, identify and assess potential mandates and possible outcomes (e.g. Legislative Bill Review) beginning in January of each year.
- Regularly seek to understand the underlying need for proposed or existing regulation and evaluate their implications (e.g. public interest, cost, level of service, enforcement).
- Initiate a community/stakeholder advocacy group (e.g. Stakeholder Advisory Group) as needed.

Goal 8: Continually improve Asset Management to maintain public infrastructure

Public infrastructure and municipal budgets that support them are continually challenged by revenue shortages, limited resources and fiscal constraints. At the same time, declining and failing infrastructure requires proper investment, management and response from the Department. Therefore, budgets must reflect needs that are supported by relevant and defensible data. Ever mindful of affordability, our operating and capital budgets should reflect a realistic and commensurate relationship between projects, programs, levels of service and current staffing.

Objective #1: Make budget decisions based on asset condition, risk of loss and growing and emergent needs.

Actions:

- Complete the inventory of all City owned and operated assets by December 2018.
 - Initiate and complete the development of a City wide Comprehensive Asset Management Plan by July 2020.
 - Advocate for funding levels that meet the community's needs for Infrastructure and Services during the budget process.
 - Develop Cost of Service Data (e.g. How much do I pay? What does my money buy?) for each measurable operation within the Department by July 2019.
 - Initiate a lifecycle analysis on all depreciable City assets.
 - Report Departmental Performance through Publically Available Dashboards in Real Time on the City's website by January 2020.
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- Update the Asset Management Plan every five (5) years or as required, for each asset included in the Plan.

Objective #2: Responsible management and protection of the public's interest by having greater oversight and enforcement of the public and private use of the public right-of-way (ROW).

Actions:

- Adopt consistent and reasonable standards that apply to all users of the ROW by January 2020.
- Develop a consistent process to oversee utility construction in the ROW in 2018, including associated ROW permit and fees by January 2019.
- Create a brochure to educate citizens about legal private use of the ROW by January 2019.
- Continue to advance advocacy and funding support for the sidewalk repair program.

Objective #3: Promote responsible investment in public infrastructure by developers while also supporting growth in Temiskaming Shores and avoid the premature decline or failure of public infrastructure.

Actions:

- Develop and implement approved standard sections, drawings and specifications for Temiskaming Shores by January 2020.
- Develop a document management solution to track all construction agreements and activities to ensure conformance with the standards developed for the City by January 2020.
- Continually monitor and assess the quality and performance of the public improvement by developers / contractors.

Goal 9: Ensure that our activities provide the best results and benefit for our customers through strict budgeting processes and fiscal responsibility.

Our residents expect a municipal government that is accountable, transparent in its decision-making, and demonstrates fiscal responsibility and sustainability in all of its activities, including asset and debt management.

Objective #1: Sustain operational excellence and financial discipline.

Actions:

- Continue to provide appropriate levels of service through allocation of appropriate resources;
 - Seek innovative ways to reduce cost and increase production and quality.
 - Invest in quality equipment to minimize long term repair costs.
 - Invest in road maintenance program to minimize the need for replacement.
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- Evaluate each activity within Public Works for cost savings and improve methods in the field to ensure efficient time management.
- Reward employees for new and innovative processes that save the Department time and money.
- Continue to educate elected officials on the necessity of a first rate maintenance program as the most efficient way to ensure road longevity and lower long term costs

Strategic Implementation

Strategic implementation involves executing the objectives and making the necessary adjustments along the way to accomplish the goals and achieve the vision. To ensure that the goals are met and the vision is realized, Temiskaming Shores Public Works Department is committed to following through by recording progress and milestones as the plan is implemented. The team will check in yearly to ensure the plan is being followed and adjustments will be made as needed. There must be accountability if the plan is to be successful, and staff is committed to making changes for the improvement of the Department. Additionally, the mission, vision and values will be reviewed periodically to ensure that they continue to support the overall mission of the City.

Memo

To: Mayor and Council
From: Douglas Walsh, Director - Public Works
Date: February 6, 2018
Subject: Traffic Impact Study – Highway 65 & 11
Attachments: **Appendix 01** - Draft Request for Proposal (PW-RFP-005-2018) Engineering Services

Mayor and Council:

On January 3rd, 2018 members of the Public Works Committee met with representatives from the Ministry of Transportation (MTO) to discuss future development in the north area of the City as well as public access onto Hwy 65E in order to extend Grant Drive, from Wilson Drive to the highway. Potential funding opportunities were also discussed.

As a result of the meeting and at the recommendation of the MTO, it was determined that in order to move forward with any future development, along the Highway 11 or 65E corridors, a comprehensive Traffic Impact Study will be required. Public Works staff has developed a Request for Proposals (RFP), attached to this memo, which was presented to both the Public Works and Corporate Services Committees on Thursday January 18th, 2018 for information purposes and to seek endorsement to present the document at the Regular Council Meeting to be held on February 6th. Both Committees agreed that the RFP should be presented to Council for their consideration.

Although funding for the Traffic Impact Study has not been included in the 2018 Budget, approved in principle by Council, the City Manager has indicated that sufficient funding would be available, with Council's approval, from the Economic Development Reserve Fund.

Following Council's review, editing based on any comments received and with the endorsement of Council, the Public Works Department is prepared to release the Request for Proposals immediately with a closing date of March 13th and report back to Council on March 20th with a detailed costing for the Study and recommendations for Council's consideration.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh
Director of Public Works

Christopher W. Oslund
City Manager



Dymond
Haileybury
New Liskeard

Discover a whole new Ontario • Découvrez un tout nouvel Ontario

City of Temiskaming Shores
Request for Proposal
PW-RFP-005-2018
Eng. Services – Traffic Impact Study

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



Objective

The overall objective of the Request For Proposal is to complete a comprehensive Traffic Impact Study (TIS) for the proposed extension of Grant Drive between Wilson Avenue and a yet to be approved Public Access location along Provincial Highway 65E. As well, the TIS will identify short term and long term transportation capacity deficiencies and evaluate improvements and measures for the corridor, illustrated in Appendix 1, for currently proposed and future potential development.

The project scope and deliverables will reflect the appropriate requirements of the Ministry of Transportation's *Guidelines for the Preparation of Traffic Impact Studies (September 2014)*.

Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km² and has a population of approximately 10,600.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality. The project location will be bounded by Highway 65E to the south, Peters Road in the east, Crystal Crescent / Roland Road to the north and Highway 11 to the west, all within the former Township of Dymond.

1.0 Definitions

Agreement: means the contract between the City and a Successful Proponent with respect to the Services contemplated by the RFP, and shall be deemed to include the terms and conditions for the provision of the Services as set out in this RFP.

City: means The Corporation of the City of Temiskaming Shores.

Closing Date: means the date and time as set out in Section 2.1 Proposal Submission and Closing Date.

Consultant: means the Successful Proponent with whom the City enters into an Agreement

Council: means City Council.

MFIPPA: means the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.M.56.

Preferred Proponent: means the Proponent who's Proposal, as determined through evaluation analysis described in the RFP, provides the best overall value in meeting the City's requirements, and may be recommended for award.



Proposal: means an offer submitted by a Proponent in response to this formal RFP which includes all documents necessary to satisfy to the submission requirements of the RFP.

Proponent: means a legal entity, being a person, partnership, firm or corporation that submits a proposal in response to a formal RFP.

RFP: means this Request for Proposal package in its entirety, which includes all sections, appendices, schedules, and attachments as listed in the Table of Contents and any addenda that may be issued by the City.

Selection Committee: means relevant representation of the City and such other persons as may be selected by the City to evaluate the Proposals.

Services: means all services and deliverables to be provided by a Consultant as described in this RFP.

Site Authority: means the City designate specified with authority pertaining to the provision of Services.

Successful Proponent: means the Proponent who's Proposal is recommended for award to Council or Council designate.

2.0 Instruction to Proponents Proposal Submission

2.1 Proposal Submission and Closing Date

Each Proponent is required to submit three (3) copies of their Proposal in a sealed package to:

City of Temiskaming Shores
P.O Box 2050
325 Farr Drive
Haileybury, Ontario, P0J 1K0
Attention: Dave Treen, Municipal Clerk

The package should be clearly marked "PW-RFP-005-2018 Eng. Services – Traffic Impact Study", and include the Proponent's name and return address.

The closing date for the submission of Proposals will be at **2:00 pm local time on Tuesday March 13th, 2018.**

- Proposals shall be in ink, late Proposals will not be accepted;
- Electronic submissions or proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced proposal will not necessarily be accepted;



- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.
- The Proposals shall be valid for 30 (thirty) days from submission date.

The Proponent must assume full responsibility for delivery and deposit of the completed Proposal. The City accepts no responsibility for any loss or delay with respect to Proposals that are delivered to any location other than that specified.

2.2 Inquires / Addenda

Any questions with respect to the Request For Proposal are to be submitted in writing no later than seven (7) calendar days prior to the Closing Date and directed to: dwalsh@temiskamingshores.ca

The City shall determine, at its sole discretion, whether the query requires a response, and such responses will be made available to all Proponents by issue of addenda that will be incorporated into and form part of the RFP.

No oral conversation will affect or modify the terms of this RFP or may be relied upon by the Proponent.

3.0 Background

Since the mid 1970's residential, commercial and industrial growth in the Township of Dymond has continued to flourish and expand albeit at a slow but steady rate. Following the amalgamation in 2004, this area remains to be the focus for development in Temiskaming Shores due to availability of land, municipal services and highway exposure.

In 2012 the construction of new Hotel and Automotive Sales locations, fronting Highway 11N near Roland Road, resulted in the addition of lane tapers along Hwy 11, however, continued residential development in this same area has placed additional capacity concerns at the Hwy 11 / Drive-In Theatre Road intersection to the south.

The construction of Grant Drive, from Drive-In Theatre Road to Wilson Avenue, has alleviated some of the traffic volume at the Hwy 11 / Drive-In Theatre intersection, however, capacity concerns now exist at the Hwy 65 / Wilson Avenue intersection where four (4) travel lanes and a mid-highway turning lane exists.

The City has recently entered into discussions with various residential and commercial developers regarding planned and potential construction along Roland Road and Raymond Street as well as Grant Drive from Drive-In Theatre Road to Wilson Drive. To assist with potential short term and long term transportation capacity deficiencies in the study area, the City has acquired a portion of the property immediately to the east of the Timiskaming Square which is parallel to the Commercial Strip (Hwy 11B/65) with which to extend Grant Drive from Wilson Ave. to Hwy 65E.



4.0 Services

4.1 Project Scope

As part of the Schedule B, Class EA process a Traffic Impact Study is required to demonstrate how the construction of the Grant Drive Extension, from Wilson Avenue to Hwy 65E, and other upgrade alternatives for intersections and roadways within the study area, can provide suitable solutions to mitigate or address existing or potential traffic problems occurring within this transportation corridor.

The Traffic Impact Study will identify short term and long term transportation capacity deficiencies, identify potential improvements and recommend corrective measures for the corridor.

The King's Highways 11 and 65E are both located within the study area and the *Ministry's Access Management Classification System* shall be used to determine the requirements for access connection standards applicable to these fully controlled-access highways.

The project scope and deliverables will reflect the appropriate requirements of the Ministry of Transportation's *Guidelines for the Preparation of Traffic Impact Studies (September 2014)*.

4.2 Meetings

1. The Consultant will arrange a pre-study meeting with representatives from the City of Temiskaming Shores and the Ministry of Transportation at the Ministry's offices on 447 McKeown Avenue, North Bay. At this meeting traffic impact study processes, relevant policies, assumptions, procedures and approvals will be reviewed.
2. Prior to submitting the draft copy of the Traffic Impact Study, the Consultant will attend a project meeting at the City of Temiskaming Shores, City Hall offices to review the study and discuss recommendations.
3. The Consultant shall arrange for a "Final Study submission meeting" with representatives from the City of Temiskaming Shores and the Ministry of Transportation at the Ministry's offices on 447 McKeown Avenue, North Bay. At this meeting, the findings of the Study as well as impacts from the proposed recommendations such as road widening, traffic control features and proposed public entrances within their permit control area will be discussed.

4.3 Information to be provided to the Consultant

The City of Temiskaming Shores has very limited intersection traffic counts for any of the cross road locations to be included in the Traffic Impact Study. Any data that is available will be forwarded to the Consultant once the project has been awarded. Consultants will be responsible for determining the AADT and other parameters as required. Locations where traffic counts may be of assistance are as follows:



- Roland Road at Highway 11 North
- Drive-In Theatre Road at Highway 11 North
- Grant Dive at Drive-In Theatre Road
- Wilson Avenue at Highway 65 East
- Highway 65 East at Armstrong Street
- Highway 65 East at Peters Road

Any traffic counts from Hwy 11 and Hwy 65 East, that are available, shall be obtained from the Ministry of Transportation or collected by the awarded consultant, if required.

Posted traffic speed information can be provided, upon request, to the successful consultant.

Collision Data along the study corridor may be obtained, upon request, from local law enforcement (OPP).

Aerial imagery, as well as any plan and profile drawings of municipal roadways within the study area to assist the awarded consultant.

Digital copy of Temiskaming Shore's Official Plan (2014) and Zoning By-law will be provided.

If any additional data is required to complete the assignment then the Consultant shall provide a description of the work required to supplement the provided data and its associated costs. This additional work will be included as the overall cost of the RFP.

4.4 Submission of Report

Further to the three copies required by the MTO, two additional copies of the report must be submitted to the City of Temiskaming Shores in draft format. Upon acceptance of the draft report and any corrections required after review by the City of Temiskaming Shores and The Ministry of Transportation, the report will be finalized. Submission of five (5) final copies along with a digital copy of the entire report including all appendices is required.

5.0 SCHEDULE

The project will begin upon approval of Council award and completed by **October 1st, 2018.**

6.0 PROPOSAL CONTENT

6.1 Proponent Qualifications



Proponents must be approved under the Ministry of Transportation Registry, Appraisal and Qualification System (RAQS). Any proposal submissions from transportation consultants that are not approved by RAQS as of the date of this RFP will not be evaluated.

RAQS approved Proponents must outline their relevant experience. Include the qualifications of key personnel and resources to be dedicated to this project, specifically indicating their role. The Proponent must also provide a minimum of three (3) references that includes a description of recent projects and contact information.

6.2 Technical

The Proposal must demonstrate an understanding of the requirements and provide specific detail with respect to the Proponent’s approach for the provision of the Services. Indicate the Services included, or not included, and any expectations of the City. Include a work plan or schedule for the delivery of Services.

6.3 Fee Schedule

Proponents shall provide a fee schedule indicating a total upset limit amount for the performance and completion of all Services, as outlined in the RFP. The total fee shall be stated in Canadian funds and include all disbursements and expenses, staff, equipment, accommodations, and overhead expenses necessary to complete the Services. Proponents must also provide a detailed breakdown indicating estimated number of hours by each team member and their corresponding hourly rate fee. All fees must be firm for the period of the Services.

7.0 EVALUATION

Proposals will be evaluated using a best value approach considering both merit and price. The Selection Committee will score each of the components of the following evaluation table:

Stage 1 – Proposal Merits	
Proponent Qualifications – based on criteria requested under section 6.1	30
Technical – based on criteria requested under section 6.2	40
Quality of the Proposal	10
Stage 2 –Financial	
Total Price: scores for the cost criterion will be calculated as follows: The lowest cost Proposal receives 20 points; The remaining Proposals are assigned points based on the formula: (lowest cost	20



proposal / Proponent's proposal cost x 20)	
Total Available Points	100

Each of the components in Stage 1 is evaluated and assigned a rating between 0% and 100%. The Selection Committee will rate each component on the basis of consensus. The rating percentage is then used to calculate a score based on the points allocated to that component. The following table outlines the key rating percentages:

Key Rating %	Characteristics	
0%	Unacceptable	Does not meet any of the requirements.
30%	Poor	Does not meet the all of the basic requirements.
60%	Fair	Meets the very basic requirements only. Minimally acceptable.
75%	Good	Meets all key requirements. An acceptable standard.
90%	Very Good	Meets all requirements and all expectations.
100%	Excellent	Exceeds the requirements. Provides additional benefit.

Example: If a component is evaluated as better than “Very Good” and rated at 95% and 30 points are allocated, the score for the component will be $0.95 \times 30 = 28.5$ points.

The Proponent must score a minimum of 60% of the available points in Stage 1 to be further considered and evaluated for the financial component of the Proposal.

The Proposal that achieves the highest total score will be ranked first. In the event of a tie total score, the Proponent with the lowest cost will be ranked first overall.

8.0 AGREEMENT

The Proponent should indicate its willingness to enter into a contract with the City in accordance with the terms of the attached Agreement should its Proposal be successful. The Proponent may propose exceptions for any clearly marked sections that it does not accept and propose specific alternate language that will form part of its Proposal. The City may consider any modifications that are so identified and in its sole discretion, may choose to reject or negotiate such modifications proposed. Failure to identify contractual exceptions, as part of the Proposal, may later result in disqualification.



9.0 PROPOSAL GENERAL TERMS AND CONDITIONS

9.1 Proposal Withdrawal and Acceptance Period

A Proposal may be withdrawn at the office of the City Clerk at any time by a request in writing signed by the Proponent. A Proponent who has withdrawn a Proposal may submit a new Proposal, but only in accordance with the terms of this RFP.

The City requests that the Proposal remain open for acceptance until sixty (60) days after the Proposal Closing Date, or until such time as mutually agreed upon in writing.

9.2 Solicitation of City Staff and Council Members

With the exception of the City Clerk, and except as otherwise specified by the City, Proponents shall not, directly or indirectly, contact or communicate with, any individuals working for or associated with the City in relation to this RFP. Any Proponent which the City determines to be circumventing or subverting this process may, in the City's absolute discretion, be disqualified.

9.3 Influence

No person, partnership, firm, company, corporation, or organization shall attempt in any way, directly or indirectly either in private or in public, to influence the outcome of any City evaluation or Proposal acceptance.

The Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing process will be disqualified, and the person, company, corporation or organization may be subjected to exclusion or suspension under the City's Vendor Performance Policy.

9.4 No Collusion

No Proponent may discuss or communicate about, directly or indirectly, the preparation or content of its Proposal with any other Proponent or the agent or representative of any other Proponent of prospective Proponent. If the City discovers there has been a breach at any time, the City reserves the right to disqualify the Proposal or terminate any ensuing Agreement.

9.5 Conflict of Interest

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Services. If such conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal.

The Proponent must also disclose whether it is aware of any City employee, Council member or member of a City agency, board or commission or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding to the Successful Proponent until the matter is resolved to the City's sole satisfaction.



9.6 Ownership and Disclosure of Proposal Documentation

The documentation comprising any Proposal submitted in response to the RFP, along with all correspondence, documentation and information provided to the City by any Proponent in connection with or arising out of this RFP, once received by the City:

- a) shall become the property of the City; and
- b) shall become subject to the Municipal Freedom of Information and Protection of Privacy Act (“MFIPPA”), and may be released, pursuant to that Act.

Because of *MFIPPA*, prospective Proponents are advised to identify in their Proposal any scientific, technical, commercial, proprietary or similar confidential information, the disclosure of which could cause them injury. At a minimum, each Proponent’s name along with the Proposal total cost and total evaluated score shall be made public. Proposals will be made available to members of Council provided that their requests have been made in accordance with the City’s procedure and may be released to members of the public pursuant to *MFIPPA*.

9.7 Omission

The City reserves the right in its sole discretion to accept or reject all or part of any Proposal which is non-compliant with the requirements of this request.

9.8 Funding

The award of any contract shall be conditional upon funding availability as dictated by the City budget and approval by City Council or designate.

9.9 Cost of Proposal

Preparation and submission of a Proposal in response to this RFP is voluntary and any costs associated with Proposal preparation, submission, meetings, negotiations or discussions with the City are solely that of the Proponent submitting the Proposal.

9.10 No Claim

The City will not be liable to any Proponent for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever, incurred by the Proponent in preparing and submitting a Proposal, or participating in negotiations for a contract, or other activity related to or arising out of this RFP. Except as expressly and specifically permitted in this RFP, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP, and by submitting a Proposal, each Proponent shall be deemed to have agreed that it has no claim.

9.11 No Binding Contract

The City may, after reviewing the Proposal received, enter into discussions with one or more of the Proponents, without such discussion in any way creating a binding contract. This RFP, or submission of a Proposal, shall not create a legal binding contract.



9.12 Clarifications

As part of the evaluation process, the City may make requests for further information with respect to the content of any Proposal in order to clarify the understanding of the Proponent's response. The City may request this further information from one or more Proponents and not from others.

9.13 Selection Committee

All Proposals will be evaluated by the Selection Committee through a review and analysis process defined by the Selection Committee. The Selection Committee will select the Proposal which in its opinion meets the City's requirements under this RFP and provides the best overall value to the City, but the Proposal selected, if any, will not necessarily be the one offering the lowest cost. Pricing is one of the components in determining the total score and ranking.

By responding to this RFP, Proponents will be deemed to have agreed that the decision of the Selection Committee will be final and binding.

9.14 Interviews

Proponent(s) may be invited to an interview with the Selection Committee, the results of which will be used by the Selection Committee as a mechanism to revisit, revise, confirm, and finalize the score and select the Successful Proponent.

A representative(s) of a Proponent who is invited to an interview is expected to be thoroughly versed and knowledgeable with respect to the requirements of the RFP and the contents of its Proposal, and must have the authority to make decisions and commitments with respect to matters discussed at the interview, which may be included in the Agreement.

The Selection Committee may interview any Proponent(s) without interviewing others, and the City will be under no obligation to advise those not receiving an invitation until completion of the evaluation and selection process.

9.15 Negotiations

The City shall have the right to negotiate on such matters as it chooses with any short-listed Proponent, as selected by the Selection Committee, without obligation to necessarily communicate, negotiate, or review similar modifications with other Proponents. The City shall incur no liability to any other Proponent as a result of such negotiation of alternative arrangements.

During negotiations, the results of which may be used by the Selection Committee as a mechanism to revisit, revise, and finalize the scores and select the Successful Proponent, the Services may be revised and any identified issues and concerns may be resolved.



9.16 Ownership and Confidentiality of City Provided Data

All correspondence, documentation and information provided by City staff to any Proponent or prospective Proponent in connection with, or arising out of this RFP, the Services or the acceptance of any Proposal:

- a) is and shall remain the property of the City;
- b) must be treated by Proponents and prospective Proponents as confidential; and
- c) must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent Agreement.

9.17 Publicity

The Proponent and its affiliates, associates, third-party service providers, and sub-contractors shall not release for publication any information in connection with this RFP or any Agreement without prior written permission of the City.



PROPOSAL SUBMISSION FORM

We have carefully examined all documents issued as part of this RFP and have a clear and comprehensive knowledge of the requirements, terms and conditions of this RFP.

Proposal Submitted by:

Proponent: (Full Legal Name) _____

Address: _____

Address: _____

Contact Person: _____

Telephone: _____

Email: _____

Signature of Authorized Officer: _____

Name: _____

(I have authority to bind the Corporation, Company, or Partnership)

Signature of Witness: _____

Name of Witness : _____

A witness signature is required only when the Proponent is not a Corporation.



City of Temiskaming Shores
PW-RFP-005-2018
Eng. Services – Traffic Impact Study

NON COLLUSION AFFIDAVIT

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

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

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed _____

Company Name _____

Title _____



City of Temiskaming Shores

PW-RFP-005-2018

Eng. Services – Traffic Impact Study

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, _____ this _____ day of _____, 2018.

FIRM NAME: _____

BIDDER'S AUTHORIZED OFFICIAL: _____

TITLE: _____

SIGNATURE: _____



Schedule “A”

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name _____ Company Name

Phone Number

Address

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

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

Date: _____



Schedule “B” - MAILING LABEL

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

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

Company Name _____	FOR CITY USE ONLY
Mailing Address _____	Date Received _____
_____	Time (Local time) _____
Postal Code _____	Received by (initials) _____

City of Temiskaming Shores
P. O Box 2050
325 Farr Drive
Attention: Dave Treen, Municipal Clerk

PW-RFP-005-2018 Eng. Services – Traffic Impact Study

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: February 6, 2018
Subject: Master Electrician Agreement
Attachments: **Appendix 01** – Draft Agreement – LISAND Electrical Services

Mayor and Council:

Temiskaming Shores owns a variety of water and wastewater treatment facilities that are maintained and operated through an agreement with the Ontario Clean Water Agency (OCWA). These facilities contain several components that are electrically driven. Many of these components are vital to the operation of the facility and the process.

As a result, the City entered into an agreement with LISAND Electrical Services as authorized by By-law No. 2013-105 which has been renewed on a yearly basis. The most recent contract has since expired on March 31st, 2017. To remain consistent with the terms of other City contracts, LISAND agreed to operate within the parameters of the expired agreement up until the end of 2017.

In addition, Staff approached LISAND as to whether the same pricing would be held and if a multi-year agreement was acceptable. As a result, it was agreed that the hourly rate of \$ 75.00 would remain the same and a three year agreement would be satisfactory.

At the Public Works Committee meeting held on Thursday January 18, 2018, this topic was discussed resulting Recommendation PW-2018-005 being carried which reads as follows:

Be it resolved that the Public Works committee hereby recommends that Council proceed with a Multi-Year Master Electrician Agreement with LISAND Electrical Services.

Therefore, it is staff's recommendation that Council enter into a three year agreement with LISAND Electrical Services effective January 1st, 2018 through to December 31st, 2020.

Appendix 01 outlines the draft agreement with LISAND Electrical Services.

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

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

**Being a by-law to enter into a Service Agreement with LISAND
Electrical Services for a Master Electrician**

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

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

And whereas Council considered Memo No. 005-2018-PW at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three year Service Agreement with LISAND Electrical Service commencing on January 1st, 2018 through to December 31st, 2020;

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

1. That Council authorizes the entering into a Service Agreement with LISAND Electrical Services for a Master Electrician in relation to water and wastewater facilities, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-000

Service Agreement between

The Corporation of the City of Temiskaming Shores

and

LISAND Electrical Services

for a Master Electrician

This Service Agreement made in duplicate this 6th day of February, 2018.

Between:

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

And:

LISAND Electrical Services
(hereinafter called "the Contractor")

Witnesseth:

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

1. Contract Period

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2018** and shall terminate on the **31st day of December, 2020**.

2. Right to Terminate Agreement

The City reserves the right to terminate this agreement should the contractor fail to provide the services in accordance to the provisions contained herein.

3. Respond to Request for Service

The Master Electrician will be required to respond to requests for service based on the following criteria within the timeframes identified:

Nature of Electrical Issue	Timeframe
Critical – Operation of facility may be compromised based on health and safety or compliance with legislation;	2 hrs
Crucial – Facility can operate without, but for only a short duration;	8 hrs
Urgent – Component has a back-up, but based on age of component may require lead time to acquire parts.	24 hrs

Note: It is anticipated that most electrical issue would be categorized as *URGENT*

4. Assess Electrical Issue

In concert with municipal or OCWA staff the Master Electrician will assess the electrical issue and perform testing and troubleshooting to verify the root cause of the electrical issue and recommend a course of action. In the event that the testing and

troubleshooting should exceed 1 day (8 hrs), the contractor must consult with City Staff before proceeding. Invoicing to City would be based on time expended.

In the event the issue can be rectified on site, the Contractor shall arrange for such repairs. Time will be invoiced based on rates outlined in *Form of Quotation* along with incidental materials.

5. Acquisition of Materials by the Contractor

In the event the contractor recommends repair and/or replacement of specific parts, such parts are to be identified and obtained based on the following criteria:

Value of Parts	Criteria	Max. Mark up
< \$ 2,000	Obtain parts from supplier of Electrician's choice	20%
\$2,001 to \$10,000	Obtain 3 supplier quotations	10%
> \$ 10,000	Obtain 3 supplier quotations and consult with City	10%

The contractor shall validate compliance with this provision through submission of appropriate documentation to the City when submitting invoices.

6. Installation and Commissioning

The contractor shall make repairs on-site when practical on a time and material basis. Installation of replacement/new parts shall be completed by the contractor subsequent to receipt of the part(s). Any and all permits required shall be obtained by the Contractor with associated fees reimbursed by the City.

Commissioning shall be coordinated by the Contractor through consultation with the City and/or OCWA and any other agency, such as the Electrical Safety Association (ESA) as may be required.

7. Remuneration

The contractor shall accept the compensation based on the hourly rates in the below table for furnishing all necessary labour.

Description	Hourly Rate
Assessment by Master Electrician	\$ 75.00
Installation – Master Electrician	\$ 75.00
Installation – Journeyman	\$ 70.00
Installation – Apprentice*	\$ 45.00

* The Apprentice hourly rate is subject to yearly increase based on required hours achieved.

8. Facility Access

The Ontario Clean Water Agency (OCWA) is the accredited operator of all water and wastewater facilities within the City of Temiskaming Shores through an operations and maintenance agreement with the City. As a result OCWA has care and control of these facilities including third party access. Many of the issues to which the contractor would be responding to are typically identified by OCWA. The Contractor shall ensure that OCWA is aware of any and all visits to water and wastewater facilities through the following contact(s):

Victor Legault

OCWA Cluster Manager
Cell No.: 705-679-4164
Work: 705-672-5549 Ext. 223

or **Eddie Hillman**

Overall Responsible Operator
Cell No.: 705-648-4139
Work: 705-672-5549 Ext. 224

9. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Contractor's negligence or wilful misconduct when performing the Services.

10. Insurance

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

The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the contract.

11. WSIB and Contractor Personnel

The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Contractors employees must be experienced operators.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible

for and pay all dues and assessments payable under the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

12. Communication

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the City for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

LISAND Electrical Services
P.O. Box 523
32 St-Joseph Blvd.
Belle Vallee, Ontario
P0J 1A0

Attn.: Andre R. Lachapelle

The City:

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

Attn: Douglas G. Walsh

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

LISAND Electrical Services

Owner – Andre Lachapelle

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Purchase of Blower Attachment
from Tenco Inc.

Report No.: PW-001-2018
Agenda Date: February 6, 2018

Attachments

Appendix 01: RFP Results
Appendix 02: Draft Agreements

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-001-2018;
2. That Council approves the purchase a blower attachment, as detailed in Request for Proposal PW-RFP-001-2018, from Tenco Inc. at a cost of \$107,507 plus applicable taxes;
3. That Council directs staff to prepare the necessary by-law and agreement for consideration at the February 6, 2018 Regular Council meeting.

Background

In conjunction with the Asset Management and Fleet Replacement Plans, staff deemed it necessary to replace our existing blower attachment. Council considered and approved the replacement of this attachment as part of the 2018 budget process.

Request for Proposal (RFP) PW-RFP-001-2018 was distributed to known suppliers and advertised in the City's Bulletin and on the web site.

Analysis

Three (3) submissions were received in response to the Request for Proposals prior to the closing date of January 16th, 2018 at 2:00 p.m. The RFP was for the supply and delivery of one blower attachment new or gently used.

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.

Vendor	Sub-total	Trade	HST *	Total
Tenco	\$115,995.00	\$13,000.00	\$1,812.71	\$104,807.71
RPM	\$124,022.58	\$15,000.00	\$1,918.80	\$110,941.38
LaRue	\$139,943.00	N/A	\$2,463.00	\$ 142,406.00

* Non-Refundable HST

In addition to the above cost, there will be an additional \$4,512.00 plus HST for items such as a chute extension which is required for throwing snow into trucks and the wireless remote for operator safety when removing jammed items from the blower. Also shown above in the spreadsheet is the \$13,000.00 trade for our existing blower. It was decided that as per our Surplus policy we have decided to sell our existing blower to Tenco Inc.

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2018 Capital Budget (Fleet)

Asset Management Plan Reference

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

Consultation / Communication

- Verbal update on the results of the RFP was provided to Building Maintenance Committee at the meeting held on January 18th, 2018.
- Admin Report PW-001-2018 submitted for Council on February 6th, 2018.

Financial / Staffing Implications

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

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

Approved Capital Project Budget \$130,000.00

Total Proposed Cost to be approved by Resolution / By-law \$107,507.00

Alternatives

No alternatives were considered.

Submission

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

Document Title: **PW-RFP-001-2018 "Supply & Delivery of a 2 Stage Dual Auger"**

Closing Date: **January 16, 2018**

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

Department: **Public Works**

Opening Time: 2:00 pm

Submission Pricing

Bidder: TENCO

2 Stage Auger:	115,995. ⁰⁰
HST:	15,079.35
Total:	131,074.35

Bidder:

2 Stage Auger:	
HST:	
Total:	

Bidder: RPM TECH

2 Stage Auger:	136,132.58
HST:	17,697.24
Total:	153,829.82

Bidder:

2 Stage Auger:	
HST:	
Total:	

* TRADE-IN - 15,000.⁰⁰

Bidder: LARUE

2 Stage Auger:	136,948. ⁰⁰
HST:	17,803.27
Total:	154,751.27

Bidder:

2 Stage Auger:	
HST:	
Total:	

Bidder:

2 Stage Auger:	
HST:	
Total:	

Bidder:

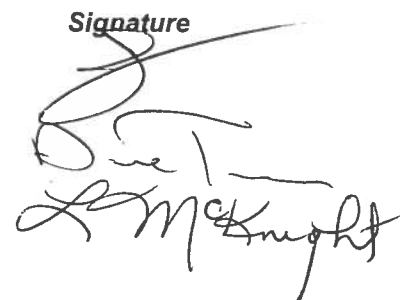
2 Stage Auger:	
HST:	
Total:	

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
 Mitch Lafreniere
 Dave Treven
 LINDA MCKNIGHT

Representing
 Temiskaming Shores
 City T.S.
 C of TS

Signature


The Corporation of the City of Temiskaming Shores
By-law No. 2018-000

**Being a by-law to enter into a Purchase Agreement
with Tenco Inc. for the purchase and delivery of a
Two Stage Dual Auger Blower Attachment**

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-001-2018 at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Tenco Inc. for the supply and delivery of Blower Attachment at an upset limit of \$107,507 plus applicable taxes for consideration at the February 6, 2018 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Tenco Inc. for the supply and delivery of two stage dual auger blower attachment an upset limit of \$107,507.00 plus applicable taxes, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-000

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Tenco Inc.

For the supply and delivery of a two stage dual auger
blower attachment

This agreement made in duplicate this 6th day of February, 2018.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

Tenco Inc.

(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide a two stage dual auger blower attachment in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-001-2018)
Supply and Delivery of a Two Stage Dual Auger**

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

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of a two stage auger blower attachment in the amount of One Hundred and Seven Thousand, Five Hundred and Seven Dollars and Zero cents (\$107,507.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

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

The Supplier:

Tenco Inc.
1318 principale
St-Valerien Hilton, Quebec
JiH 2B0

Attn.: Jean-Philippe Bourgue

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Tenco Inc.

Sales Manager – Jean-Philippe Bourgue

Witness

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement
Two Stage Auger Blower Attachment



Scope of Work

Supply and Deliver a Tier 3 Two Stage Dual Auger with a model year within the last two years with the following criteria or city approved equivalent:

- Heavy duty control and display system equivalent to a PLUS +1 from Sauer Danfoss **YES PRAW touch SCREEN**
- Variable pitch angle fan
- Capacity should be up to 2750 tons/hour specify 2750
- Projection should be up to 150 feet specify 150 FT
- Dimensions:
 - Specify width 103"
 - Specify height 135"
 - Specify working height 54"
 - Specify overall length 80"
 - Specify overall weight 10,000 lbs
- Auger should be mechanical
- Specify diameter of augers 20"
- Specify impeller diameter 38"
- Specify drum diameter 38"
- Frame to be fully welded construction ✓
- Frame to be made of triangular design ✓
- Standard telescopic loading chute ✓
- Specify diameter 17"
- Specify rotation 300°
- Engine make and model CAT C7
- Specify HP 295 HP
- Must supply block heater, minimum 1000W ✓
- Fuel tank capacity 345 Liters
- Hydraulic system type DIRECT DRIVE PUMP
- Hydraulic tank capacity 21 liters
- Specify electrical system
 - o Alternator 12 volts 115amp
 - o Batteries 950 CCA
 - o Master Switch, Yes or No
- Specify Driveline system
 - o Clutch type SP 211 OVERCENTER
 - o Lubrication PRESSURIZED oil system
 - o Safety EMERGENCY stop on FRAME and control
- Instrument panel and controls
 - o Specify model PRAW touch screen including joystick
 - o Specify control options N/A



Scope of Work (continued)

- Skates and Scraper Blades
 - o How many 10
- Any additional options
 - o Specify
 - o 20" hydraulic ext. chute 1795\$
 - o CARBIDE SKATES 95\$
 - o 2 working lights on chute 422\$
 - o RESIDENTIAL MUFFLER 827\$
 - o _____
 - o _____
 - o _____
 - o _____
 - o _____
 - o _____
- Expected delivery time once awarded 45 DAYS.



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

PW-RFP-001-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, TEUSCO Inc. / JEAN-Philippe Bourque
(Registered Company Name/Individuals Name)

Of, 1318 PRINCIPALE, St-Valerie, Milton, QC, J0H 2B0
(Registered Address and Postal Code)

Business:

Phone Number (450) - 549-2411

Fax Number (450) - 549-2410

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

Price for unit (less HST)	\$ <u>115 995.⁰⁰</u>
Model Year	<u>2018</u>
Total including HST	\$ <u>131 074.³⁵</u>



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

NON-COLLUSION AFFIDAVIT

I/ We TEMCO Inc. 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

TEMCO inc

Title

VP Sales/Marketing



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

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 St-Vasile-Milton this 11 day of JANUARY, 2018.

FIRM NAME: DANIEL BEAUDOIN

BIDDER'S AUTHORIZED OFFICIAL: DANIEL BEAUDOIN

TITLE: PRESIDENT

SIGNATURE: Daniel Beaudoin

The Corporation of the City of Temiskaming Shores

By-law No. 2018-008

Being a by-law to enter into an agreement with Armstrong Township for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 **Armstrong Township** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-008

Agreement between

The Corporation of the City of Temiskaming Shores

and

Armstrong Township

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Armstrong
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Armstrong
P.O. Box 546
35 Tenth Street

Earlton, Ontario
P0J 1E0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Township of Armstrong

Mayor – Robert Ethier

Clerk – Reynald Rivard

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-009

Being a by-law to enter into an agreement with the Township of Chamberlain for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Township of Chamberlain** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-009

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Chamberlain

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

Township of Chamberlain
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

The Township of Chamberlain
467501 Chamberlain Road 5
Englehart, Ontario
P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Chamberlain

Reeve – Kerry Stewart

Clerk/Treasurer CAO – Calvin Rodgers

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-010

Being a by-law to enter into an agreement with the Town of Cobalt for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Town of Cobalt** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-010

Agreement between

The Corporation of the City of Temiskaming Shores

and

Town of Cobalt

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Town of Cobalt
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Town of Cobalt
P.O. Box 70
18 Silver Street
Cobalt, Ontario
P0J 1C0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left Blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Town of Cobalt

Mayor – Tina Sartoretto

CAO – Michelle Larose

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-011

**Being a by-law to enter into an agreement with the
Municipality of Charlton and Dack for the acceptance of
recyclable materials at the Municipal Spoke Transfer Station
on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Municipality of Charlton and Dack** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-011

Agreement between

The Corporation of the City of Temiskaming Shores

and

Municipality of Charlton and Dack

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Municipality of Charlton and Dack
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Municipality of Charlton and Dack
287237 Sprucegrove Road
Englehart, Ontario
P0J 1H0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipality of Charlton and Dack

Reeve – Merrill Bond

Clerk/Treasurer CAO – Dan Thibeault

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-012

Being a by-law to enter into an agreement with the Township of Harley for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 Regular Council meeting and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Township of Harley** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-012

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Harley

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Harley
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City fee for 2018 of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Harley
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Township of Harley

Reeve – Pauline Archambault

Clerk – Michelle Lachapelle

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-013

Being a by-law to enter into an agreement with the Township of Hudson for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Municipal Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Township of Hudson** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-013

Agreement between

The Corporation of the City of Temiskaming Shores

and

Township of Hudson

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

The Corporation of the Township of Hudson
(herein referred to as “Municipality”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and the Municipality, the City hereby grants access to the Municipality those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Municipality’s Covenants

The Municipality covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered from the Municipality. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to the municipality in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of the Municipality to be observed or performed;
 - b) damage to the property by the Municipality, and persons claiming through the Municipality, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with the Municipality to allow access, by the Municipality to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Municipality. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by the Municipality of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) The Municipality defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) The Municipality fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of the Municipality.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of the Municipality, addressed as follows:

Township of Hudson
903303 Hanbury Road
R. R. # 2
New Liskeard, Ontario
P0J 1P0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Township of Hudson

Reeve – Larry Craig

Clerk – Michel Lachapelle

Municipal Seal)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-014

Being a by-law to enter into an agreement with Phippen Waste Management for the acceptance of recyclable materials at the Municipal Spoke Transfer Station on Barr 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 Council considered Administrative Report PW-053-2014 – "Spoke Transfer Station Agreement" at the December 16, 2014 regular meeting of Council and agreed to enter into agreements with outside municipalities for the acceptance of recyclable material at the Municipal Spoke Transfer station;

And whereas Council considered Memo No. 001-2018-PW at the January 9, 2018 Regular Council meeting and approved a 2% increase to the rate for acceptance of recyclable materials at the Spoke Transfer Station resulting in a \$265/tonne rate commencing January 1, 2018;

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 the **Phippen Waste Management** for the acceptance of recyclable materials at the Spoke Transfer Station, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-014

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Ltd.

for the acceptance of Recyclable Materials at the Spoke
Transfer Site on Barr Drive

This Agreement made on the 6th day of February, 2018;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as “the City”)

And:

Phippen Waste Management Ltd.
(herein referred to as “Phippen”)

Witnesses that in consideration of the fees reserved and the covenants and provisos herein contained on the part of the City and Phippen, the City hereby grants access to Phippen those certain Lands situated in the City of Temiskaming Shores, District of Timiskaming, being Parcel 24755 SST, South ½ Lot 7, Concession 1, Dymond being Part 1 on Plan 54R-4278 with a municipal address of 547 Barr Drive, hereinafter referred to as the “Facility”.

Section One – Phippen’s Covenants

Phippen covenants with the City as follows:

1. **Processing Fees** – to pay the City the 2018 rate of \$265 per tonne plus HST for the processing of recyclable materials delivered by Phippen. Such fees to be paid within 30 days of receipt of the invoice from the City.

Council for the City of Temiskaming Shores, through resolution, may impose an increase to the processing rate annually. The annual increase, if any shall be provided to Phippen in writing.

2. **Indemnities** – to indemnify the City against all liabilities, damages, costs, claims, loss or actions arising out of:
 - a) a breach, violation or non-performance of a covenant or condition in this agreement on the part of Phippen to be observed or performed;
 - b) damage to the property by Phippen, and persons claiming through Phippen, or damage to other property except where the damage has been caused by the negligence of the City; and
 - c) injury to or the death of a person or persons occurring on the Lands or the area adjacent thereto, except where the injury has been caused by the negligence of the City.
3. **Compliance** – to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time-to-time in force during the term of this agreement, and any extension thereof.

4. **Accepted Materials** – to deposit recyclable materials accepted by the City only. The City reserves the right to refuse any material not outlined in Appendix 01 attached hereto. Whether unloaded or not, refused material shall be removed by or at the expense of the Municipality or the person seeking to dispose of it.
5. **Usage of Facility** – not to use the facility for any purpose other than to carry on the agreed upon recycling activities.

Section Two – City’s Covenants

The covenants with Phippen to allow access, by Phippen to the Facility (Spoke Transfer Site – 547 Barr Drive) for the deposit of recyclable materials delivered by the Phippen. The City will charge and collect the applicable fee for all material deposited.

Section Three – Provisos

1. **Non-Waiver** – Any condoning, excusing or overlooking by the City of any default, breach or non-observance by Phippen of any covenant, proviso or condition herein contained does not constitute a waiver of the City’s rights hereunder in respect of any continuing or subsequent default, breach or non-observance and does not defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance. All rights remedies herein contained on the part of the City are deemed to be cumulative and not alternative.
2. **Default provisions** – Whenever:
 - a) Phippen defaults in the payment of any installment of fees, or of any other sum payable hereunder, and the default continues for thirty (30) days; or
 - b) Phippen fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this agreement on the part of Phippen.
3. **Notices** – All notices given pursuant to this agreement are sufficiently given if mailed, prepaid and registered, in the case of the City, addressed as follows:

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

and in the case of Phippen, addressed as follows:

Phippen Waste Management Ltd.
R. R. # 1
Haileybury, Ontario
P0J 1K0

unless either party gives notice to the other of a change of address by registered mail. The date of receipt of any notice is deemed to be seven days after mailing.

4. **Right of Termination** – Either party shall have the right to terminate this agreement by providing written notice to the other party a minimum of thirty (30) days of its intention and thereupon any payments owing to the City under this agreement shall be computed, apportioned and paid in full to the date of such termination.
5. **Binding Effect** – The terms and provisions of this agreement extend to, are binding upon and inure to the benefit of the parties, their successors and assigns and shall be interpreted according to the laws of the Province of Ontario.
6. **Captions** – The captions appearing at the headings of the paragraphs in this agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope of the meaning of this agreement or any of its provisions.

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Municipal Seal)

Municipal Seal)

Phippen Waste Management Ltd.

President – Lois Phippen

Vice President – Randy Phippen

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Acceptable Recyclable Materials

Recyclable containers include the following forms of containers:

- a) food and beverage glass bottles and jars, including metal lids;
- b) metal food and beverage cans;
- c) cardboard cans such as from frozen juice, refrigerated dough, chips, and nuts;
- d) aluminum cans, foil, foil plates and foil trays;
- e) empty plastic containers (1 through 7);
- f) aseptic packaging, such as drink boxes;
- g) empty aerosol containers;
- h) foam polystyrene (Styrofoam) such as from takeout, egg cartons, drinking cups and meat trays;
- i) polycoat containers such as milk and juice cartons; and
- j) any other container designated by the Director of Public Works to be a recyclable container.

Recyclable papers include the following forms of containers:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags such as flour, sugar potato and pet food bags;
- e) newspaper inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books (hardcover removed and recycled separately); and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

Recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Recyclable plastic film includes grocery, shopping, dry cleaning, bread bags, vegetable/fruit bags, milk bags (outer and rinsed inner bag), outer wrap from packaging and bubbled plastic packaging.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-015

Being a by-law to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format

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 Memo No. 000-2018-PW at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Union Gas for the use of Spatial GIS and Mapping data in electronic format for consideration at the February 6, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to enter into a Licence Agreement with Union Gas to use the Spatial GIS and Mapping data in electronic format, 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 6th day of February, 2018.

Mayor – Carman Kidd

David B. Treen

LICENSE AGREEMENT

THIS AGREEMENT made to be effective this _____ day of _____ 20_____
(Day) (Month) (Year)

BETWEEN:

UNION GAS LIMITED

("Union Gas")

- and -

("Licensee")

WHEREAS Union Gas has produced digital parcel fabric and pipeline infrastructure;

AND WHEREAS the Licensee has requested a license from Union Gas permitting the Licensee to utilize the Product for the purpose of using Union Gas mapping information, on the terms and conditions contained in this Agreement;

AND WHEREAS Union Gas has agreed to provide the Licensee with a non-exclusive license to utilize the Product upon the terms and conditions set forth;

THEREFORE, in consideration of mutual covenants, the parties covenant and agree as follows:

1. Union Gas hereby grants to the Licensee a non-exclusive and revocable license to use the Spatial GIS & Mapping data in electronic format ("Product") as specified and upon the terms and conditions as set out in this Agreement.
2. The Licensee has a non-exclusive, perpetual license to use the Product as follows:
 - a) The Licensee is permitted to copy, translate, reproduce (by any means including electronic, mechanical photocopying or recording), adapt the Product, extract data from the Product and create derivative products using the Product or paper products thereof.
 - b) The Licensee may share and permit to be shared any and all aspects of the Product with its consultants and advisors subject to the same terms and conditions as are applicable to Licensee in this Agreement.
3. Except for the license granted herein, Union Gas owns all right, title and interest in the Product in all languages, formats and media, including copyrights, intellectual property and other proprietary rights therein, and the Product shall continue to be the exclusive property of Union Gas.
4. The Licensee may not sell, assign or otherwise transfer this Product without the prior written consent of Union Gas, except as specifically authorized herein.
5. The method of information transfer will be mutually agree to based on available technology of Union Gas and the Licensee, with the default method being Compact Disc (CD) ROM. The medium of delivery of the product could include, but not limited to: DVD, Email attachment, Portable Storage Device, File Transfer Protocol (ftp) site or similar.



An Enbridge Company

6. The Product will include:
- a) Base Map Data
 - i) Landbase Parcel Fabric – Linear and polygon features, where owned by Union Gas, of Township, Concession, Lot and individual land parcels.
 - ii) Address – Point and polygon features of Union Gas customers
 - iii) Street Centre Line – Linear features of streets
 - iv) Topographic Features – Linear and polygon features of rivers, lakes, streams, boundaries
 - b) Facility Information
 - i) Natural Gas Pipelines – Transmission & Distribution linear features of pipelines
 - ii) Natural Gas Service Lines – linear features of services
 - iii) Natural Gas Valves – point location of inline gas valves
 - iv) Natural Gas Regulation Sites – point location of pressure regulating stations
7. Union Gas agrees to provide the Product to the Licensee as a true north georeferenced file, in a projection, coordinate system and datum model as requested by the Licensee. The product will be in metric (m) units in either of the below formats:
- c) CAD file in Bentley MicroStation (*.dgn) or Autodesk AutoCAD (*.dwg)
or
 - d) GIS database in ESRI ArcView (*.shp), Intergraph GeoMedia (*.mdb) or Map Info (mid/mif)
- Union Gas will consider, but shall not be obligated to provide the Product in other CAD and GIS file formats as requested by the Licensee for its mapping system requirements.
8. The Product is provided "as is" without any warranty of any kind, express or implied, including but not limited to warranties as to the accuracy, completeness, merchantability or fitness for any purpose, arising by law or by statute. The Licensee assumes the entire risk related in any way to use the Product. Licensee agrees and acknowledges that the Product must not be used as a tool to locate underground infrastructure for the purposes of excavation and shall not allow anyone to use the Product for that purpose.
9. Union Gas assumes no responsibility whatsoever for the provision of updates or corrections to the Product, or for the provision of notices thereof to the Licensee.
10. Union Gas shall have no liability to the Licensee or to any other person or entity for any claim relating in any way whatsoever to the Licensee's use or inability to use the Product, or compatibility of the Product with any system or systems of the Licensee, or for any damages, including but not limited to any loss of profits or contracts or other incidental, consequential, exemplary, direct, indirect or special damages relating in whole or in part or in any way whatsoever to the Licensee's rights under this Agreement or to the use or inability to use the Product which shall include, but not limited to, any claim by a third party asserting or involving a patent or copyright violation. This term shall survive the expiry or termination of this Agreement, for a period of 5 years.
11. The Licensee shall indemnify and save harmless Union Gas, its servants, agents, officers and employees from and against any claim, demand or action, irrespective of the nature of the claim, demand or action, alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising directly or indirectly from the Licensee's, or any third party to whom the Licensee provides the Product, use of or possession of the Product or in any way whatsoever relating to this Agreement, expressly excluding, a claim by a third party asserting or involving a patent or copyright violation by Union Gas. This term shall survive the expiry or termination of this Agreement for a period of 5 years.



- 12. This Agreement shall be in force from the date of execution or date of delivery of the Product, whichever is later, and shall continue in force unless terminated as provided in this Agreement. Either party on one years notice with or without cause may terminate this Agreement. In the event of termination, both parties agree to return material furnished to them by the other party within a reasonable period of time.
- 13. This Agreement shall not be assigned without the prior written consent of Union Gas, which may not be unreasonably withheld.
- 14. This Agreement constitutes the entire agreement and understanding of the parties as to this license and supersedes any and all prior understandings, discussions, negotiations, commitments, representations, warranties and agreements, written or oral, express or implied between them.
- 15. No amendment of this Agreement of any kind of its terms and provisions shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit.
- 16. Each provision of this Agreement which is expressly stated to survive and those that are by their nature intended to survive termination or expiration of this Agreement, shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
- 17. This Agreement shall be subject to, and interpreted in accordance with the Laws of the province of Ontario.
- 18. Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between parties.
- 19. This Agreement shall be binding on the parties, their respective heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto signed and sealed this Agreement.

UNION GAS LIMITED

By (Signature): _____
I have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

LICENSEE

By (Signature): _____
I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

By (Signature): _____
I/We have the authority to bind the Corporation

Position/Title: _____

Name (Print): _____

Date: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2018-016

**Being a by-law to amend By-law No. 2012-039, as amended
being a by-law to adopt Schedules of Departmental User Fees
and Services for the City of Temiskaming Shores – Schedule
“C” Fire and Protective Services**

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

And whereas Council considered Memo No. 002-2018-PPP at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-039 (Fees By-law) for Fire Response Fees for consideration at the February 6, 2018 Regular Council meeting;

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

1. That Council hereby amends Schedule “C” to Fees By-law No. 2012-039, as amended, Fire and Protective Services by deleting the under Fire Response Fees and replacing it with the following:

Fire Response Fees – Indemnification Technology ®	Municipal Act 391 (1)	Current MTO Vehicle/Emergency rates, plus any additional costs to the Fire Department or the City of Temiskaming Shores for each and every call
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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 6th of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-017

Being a by-law to authorize entering into a Tri-Party Agreement with Axium Infinity Solar LP and The Canada Life Assurance Company for Performance Security on lands leased for the Solar Generating Facility

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

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

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

And whereas Council adopted By-law No. 2010-081 being a by-law to authorize the lease of land to Canadian Solar Solutions Inc.;

And whereas the Lease Agreement requires the City to enter into a standard agreement with the Tenant and its lender acknowledging the lender's rights in the event of default;

And whereas Council considered Memo No. 038-2017-CS at the November 7, 2017 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Tri-Party Agreement with Axium Infinity Solar LP as "Lessee" and The Canada Life Assurance Company as "Collateral Agent" and repeal By-law No. 2012-162 for consideration upon notification of the transaction closing between TransCanada and Axium;

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

1. That Council authorizes the entering into a Tri-Party Agreement between The Corporation of the City of Temiskaming Shores as the Lessor, Axium Infinity Solar LP as the Lessee, and The Canada Life Assurance Company as the Collateral Agent in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. That the Mayor and Clerk be hereby authorized and directed to execute the Lease Agreement annexed hereto as Schedule "A" to this by-law and any and all other documentation necessary to complete the lease of land transaction;

3. That By-law No. 2012-162, as amended is hereby repealed upon adoption of this by-law;
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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-017

Agreement between

The Corporation of the City of Temiskaming Shores

and

Axium Infinity Solar LP

and

The Canada Life Assurance Company

with respect to the Performance Security for the Solar Project

TRI-PARTY AGREEMENT

THIS AGREEMENT made as of the 19th day of December, 2017.

B E T W E E N:

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

(hereinafter referred to as the "**Lessor**")

- and -

AXIUM INFINITY SOLAR LP,

(hereinafter referred to as the "**Lessee**")

- and -

**THE CANADA LIFE ASSURANCE
COMPANY,**

(hereinafter referred to as the "**Collateral Agent**")

WHEREAS the Lessor is the registered and beneficial owner of certain lands located in the City of Temiskaming Shores, Ontario, more particularly described in Part 1 of Schedule A attached hereto;

AND WHEREAS pursuant to an amended and restated lease dated November 9, 2012 between the Lessor, as landlord, and 2225256 Ontario Inc. ("**2225256**"), as tenant, and Canadian Solar Solutions Inc., as guarantor, as assigned by 2225256 to TransCanada Energy Ltd. ("**TransCanada**") pursuant to an assignment and assumption agreement made as of October 26, 2015, and further assigned by TransCanada to the Lessee pursuant to an assignment and assumption agreement made as of December 19, 2017 (collectively, the "**Lease**") the Lessor leased to the Lessee the Leased Premises (as defined below);

AND WHEREAS pursuant to a credit agreement made as of December 14, 2017 (the "**Credit Agreement**") between the Lessee, as borrower, The Manufacturers Life Insurance Company, The Canada Life Assurance Company, Bayerische Landesbank, New York Branch and the Persons (as defined therein) which are or hereafter become lenders thereunder, as lenders (the "**Lenders**"), and the Collateral Agent, as administrative agent and collateral agent for the Lenders, the Lenders have agreed to make certain credit facilities available to the Lessee;

AND WHEREAS to secure payment and performance of the Lessee's obligations in respect of such financing, the Lessee has delivered in favour of the Collateral Agent, as administrative agent and collateral agent for the Lenders: (i) a leasehold mortgage (the "**Mortgage**") in respect of the Lessee's leasehold interest in the Leased Premises registered on December 20, 2017 as Instrument No. DT61886 in the land registry office for the land titles division of Temiskaming (No. 54), and (ii) a general security agreement (the "**General Security Agreement**") made as of December 14, 2017;

AND WHEREAS pursuant to the Mortgage and the General Security Agreement, the Lessee granted a security interest in, among other things, any and all "personal property" (as defined in the *Personal Property Security Act* (Ontario)) (the "**Collateral**") of the Lessee and the Lessee's leasehold interest in the Leased Premises, among other things;

AND WHEREAS the parties wish to enter into this agreement for the purpose of establishing their respective rights and obligations in the event the Lessee defaults in the performance of any of its obligations under the Lease or the Security Documents (as defined below);

NOW THEREFORE, for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Defined Terms

For the purpose of this Agreement, including the recitals herein, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Banking Day**" means a day, other than a Saturday or a Sunday or other day on which banks are required or authorized to close in Toronto, Ontario;

"**Collateral**" has the meaning given to such term in the fifth recital;

"**General Security Agreement**" means the general security agreement referred to in the fourth recital, as the same may be amended, supplemented, modified, extended, renewed, restated or replaced from time to time;

"**Lease**" means the lease referred to in the second recital, as the same may be amended, supplemented, modified, extended, renewed, restated or replaced from time to time;

"**Leased Premises**" means the property legally described in Schedule "A" to the Lease, being the lands described in Part 2 of Schedule A to this Agreement;

"**Mortgage**" means the leasehold mortgage referred to in the fourth recital, as the same may be amended, supplemented, modified, extended, renewed, restated or replaced from time to time;

"**New Lease**" has the meaning given to such term in Section 4.3(d); and

"**Security Documents**" means, collectively, the Mortgage and the General Security Agreement.

ARTICLE 2 **TERM OF AGREEMENT**

2.1 Term of Agreement

(a) The provisions of this Agreement shall apply throughout the term of the Lease unless and until the Mortgage is discharged. This Agreement shall automatically terminate upon the registration of a discharge of the Mortgage.

(b) If the Collateral Agent exercises its rights pursuant to the Security Documents to acquire the Leased Premises or to transfer the interest of the Lessee therein, the provisions of this Agreement shall continue to apply.

(c) The obligations of the parties pursuant to this Agreement shall survive the termination of the Lease.

ARTICLE 3 **CONSENT OF LESSOR**

3.1 Status of Lease

(a) Each of the Lessor and the Lessee agrees with the Collateral Agent not to amend the Lease without the prior written consent of the Collateral Agent, which consent may be arbitrarily withheld if the Collateral Agent determines that such amendment would have an adverse effect on the rights of the Collateral Agent under any of the Security Documents. Each of the Lessor and the Lessee agrees with the Collateral Agent that no amendment to the Lease shall have any force and effect without the prior written consent of the Collateral Agent. Except as provided in this Agreement and in the Lease, no surrender of the Lease prior to the expiry of the term of the Lease shall be valid unless accepted in writing by the Lessor and consented to in writing by the Collateral Agent, which consent may be arbitrarily withheld.

(b) The Lessor hereby represents and warrants to the Collateral Agent that as of the date hereof:

- (i) the Lease is in full force and effect;
- (ii) no modification has been made to the Lease; and

- (iii) no notice of default has been given to the Lessee, neither the Lessor nor the Lessee is in default of any covenant, agreement or condition contained in the Lease and the Lessor is not aware of any facts or circumstances existing as at the date hereof which with the passage of time or the giving of notice or both would constitute a default under the Lease.

3.2 Representations and Warranties of the Lessor

The Lessor hereby represents and warrants in favour of each of the Lessee and the Collateral Agent as follows:

- (a) the Lessor has the corporate power, authority, right and capacity to execute and deliver this Agreement and to fulfil all of its obligations contemplated by this Agreement in the manner contemplated by this Agreement;
- (b) there are no consents required to be obtained to permit the Lessor to execute and deliver this Agreement and to perform its obligations hereunder;
- (c) the Lessor has no lien, charge, encumbrance, claim or right of set-off under the Lease or otherwise against the Lessee or the Leased Premises, as applicable, and none of the Leased Premises nor any part thereof has been leased by the Lessor to any person other than the Lessee; and
- (d) the Lessor has not received any notice from the Lessee or any other person of any lien, charge or encumbrance granted by the Lessee over the Lease, the Leased Premises or the Collateral or any part thereof or interest therein.

ARTICLE 4 LEASE

4.1 Enforcement of the Lease

(a) Each of the Lessor and the Lessee agrees with the Collateral Agent that the Collateral Agent shall have the right (but not the obligation) to perform any term, covenant, condition, agreement or obligation of the Lessee under the Lease and to remedy any default of the Lessee under the Lease. The Lessor agrees to accept such performance by the Collateral Agent with the same force and effect as if performed by the Lessee.

(b) Each of the Lessor and the Lessee agrees with the Collateral Agent that the Collateral Agent shall have the right (but not the obligation) to enforce against the Lessor or the Lessee, as the case may be, any and all provisions of the Lease that may have a material effect on the security of the Collateral Agent, as if it were a party thereto, either in the name of the Lessee if the Lessee is not then in default under the applicable Security Document or on its own behalf if the Lessee is then in default under the applicable Security Document.

(c) The Lessee assigns to the Collateral Agent all rights which it may have pursuant to the Lease to appoint an arbitrator, appraiser, expert or other third party and the Lessor hereby consents to such assignment.

(d) The Lessee hereby irrevocably constitutes and appoints the Collateral Agent, with right of substitution, as its true and lawful attorney and agent to act with full power and authority, in the name of the Lessee, to enforce the Lease, and to do such acts and make such decisions with respect to the Lease as the Collateral Agent shall consider necessary and appropriate and the Lessee agrees to be bound by all of the foregoing as may be done by the Collateral Agent pursuant to this authority.

4.2 Default under Lease

(a) In respect of every default by the Lessee under the Lease, including without limitation any non-payment of rent, the Lessor shall, in addition to any other obligation to give notice of default under the Lease and before becoming entitled as against the Lessee or the Collateral Agent to exercise any of the rights and remedies of the Lessor set forth in the Lease, give the Collateral Agent notice in writing of every such default and the particulars thereof in the same form and at the same time as notice of said default is delivered to the Lessee under the Lease. Upon the expiration of any applicable cure period provided to the Lessee and if the applicable default has not been cured, the Lessor shall give a further written notice to the Collateral Agent of the Lessee's failure to cure such default within said cure period.

(b) Without limiting Section 4.2(a) above and in addition to the covenants contained therein, the Lessor covenants and agrees with the Collateral Agent that it will not permit:

- (i) any payment required to be made by the Lessee under the Lease to remain outstanding for a period of time in excess of three months from the date on which such payment was originally to have been made; or
- (ii) to allow any other material default by the Lessee under the Lease to remain unremedied for a period of time in excess of three months from the date on which such default first came to the attention of the Lessor,

without delivery of notice of such nonpayment or default to the Collateral Agent and the Lessee.

4.3 Non-Termination of Lease

(a) In respect of every default by the Lessee under the Lease, the Collateral Agent shall have the right (but not the obligation) to cure such default during the cure period provided to the Lessee under the Lease for remedying such default. If the Lessee has failed to cure a default, the Collateral Agent shall have a period of 90 days from the date of receipt of the written notice from the Lessor referred to in the final sentence of Section 4.2(a) above or such longer period of time as the Collateral Agent may reasonably require to cure such breach or default, provided that, prior to the expiration of such 90-day period, the Collateral Agent gives the Lessor written notice that the Collateral Agent intends to cure such default. The Lessor shall accept such performance on the part of the Collateral Agent (itself or by a receiver and/or receiver and manager appointed by it) as though the same has been performed by the Lessee, and for such purpose the Lessor and the Lessee hereby authorize the Collateral Agent in respect of a default under the Lease to enter upon the Leased Premises and to exercise any of the Lessee's rights and powers under the Lease. Each of the Lessor and the Lessee acknowledges and agrees that the curing of any default under the Lease on the part of the Collateral Agent (itself or by a receiver

and/or receiver and manager appointed by it) shall not constitute a transfer of the Lease or otherwise constitute the Collateral Agent a mortgagee in possession. The Lessor shall not terminate the Lease until the expiry of the said period of 90 days and only if the default has not been cured or the matter contested in good faith or for any default which cannot reasonably be cured within such 90 days is proceeding to be cured in a diligent manner.

(b) Notwithstanding Section 4.3(a), if the default giving rise to the right of the Lessor to terminate the Lease is not capable of being cured by the Collateral Agent, such as a breach or default relating to the bankruptcy or insolvency of the Lessee, the Lessor agrees with the Collateral Agent not to exercise its right to terminate the Lease if, within a period of 90 days after delivery of notice by the Lessor in accordance with Section 4.3(a) above advising the Collateral Agent of such bankruptcy or insolvency and the Lessor's intent to terminate the Lease, the Collateral Agent shall have cured any other non-bankruptcy or non-insolvency defaults under the Lease of which the Collateral Agent shall have been given written notice by the Lessor, or if not cured, has contested the matter in good faith, or for any default which cannot reasonably be cured within such 90 days, is proceeding to cure same in a diligent manner.

(c) Notwithstanding that any default giving to the Lessor the right to terminate the Lease may have occurred, the right of the Lessor to terminate the Lease shall not be effective where the Collateral Agent has cured the default, is proceeding to cure same in a diligent manner or has contested the matter in good faith.

(d) The Lessor agrees that if there exists any breach or default of the Lessee under the Lease at any time when any receivership, insolvency, bankruptcy or similar proceedings or events relating to the Lessee are proceeding or when the Collateral Agent is enforcing the security of the Mortgage, the Lessor will not terminate the Lease as a result thereof. If the Lease is terminated or disclaimed in connection with or as a result of any such proceedings or enforcement, the Collateral Agent or its nominee or appointee will have the right to enter into a new lease upon the same terms and conditions (including any options to renew or to purchase) as the terminated Lease (the "**New Lease**"), provided that:

- (i) the Collateral Agent has notified the Lessor in writing of its intention to enter into the New Lease within 90 days from the date the Collateral Agent receives written notice from the Lessor that the Lease has been terminated or disclaimed; and
- (ii) the Collateral Agent pays to the Lessor such amounts as may then be owing by the Lessee to the Lessor under the terminated Lease and cures or commences diligently to cure any breach or default by the Lessee under the terminated Lease that is capable of being cured by the Collateral Agent,

and if the Collateral Agent notifies the Lessor of its intention to enter into a New Lease, then the Lessor will forthwith execute and deliver to the Collateral Agent a New Lease.

4.4 Assignment of Lease

If a default occurs under the Security Documents which entitles the Collateral Agent to enforce its security and the Collateral Agent advises the Lessor of its intention to maintain the Lease (the "**Collateral Agent Notice**"), the Lessor agrees that the Collateral Agent may assign the Lease to the same party to whom the Collateral Agent shall have sold or transferred the Lessee's interest in the Lease. Alternatively, the Lessor may agree to enter into a New Lease of the Leased Premises with such party aforesaid, provided however, that such assignment of the Lease (or grant of such New Lease) is conditional upon the Lessor having been provided with the Collateral Agent Notice and the Collateral Agent and any assignee of the Lease will only be liable for:

- (i) the Lessor being paid all arrears, if any, that the Lessor gives the Collateral Agent written notice of within five Banking Days of the Collateral Agent Notice being given to the Lessor which are due and owing under the Lease; and
- (ii) the performance of the Lessee's covenants and obligations arising under the Lease for the period starting on the date enforcement proceedings were commenced and ending on the earliest of the following dates: (A) the date such enforcement proceedings are terminated, (B) the date the Collateral Agent assigns, transfers, surrenders or terminates the Lease in accordance with its terms, and (C) the date on which the Lessor executes a New Lease with a party other than the Collateral Agent.

The assigned Lease (or New Lease) referred to in this Section 4.4 shall not include, and neither the Collateral Agent nor the party to whom the Collateral Agent has sold or transferred the Lessee's interest in the Lease shall be required to remedy, the obligation related to such default which cannot be remedied. For greater certainty, all defaults by the Lessee under the Lease which are not curable by the Collateral Agent or the assignee of the Lease shall, as between the Lessor and the Collateral Agent or the assignee, as the case may be, be deemed to be cured.

4.5 Enforcement of the Security Documents

(a) The Collateral Agent agrees that if a default occurs under the Security Documents and the Collateral Agent deems it necessary to take action under its security or to enforce the security under the Security Documents, the Collateral Agent shall provide notice to the Lessor of its intent to enforce upon the security in accordance with the notice provisions contained in Section 5.1 below.

(b) For the purposes of this Agreement, the Collateral Agent shall be deemed to have commenced to enforce its security on the date on which the Collateral Agent shall have made demand on the Lessee pursuant to the terms of the Security Documents.

(c) If the Lessee shall be in breach of any covenant or provision contained in the Security Documents and the Collateral Agent shall have commenced to enforce its security, then so long as the Collateral Agent shall observe and perform the terms and conditions of the Lease, the Collateral Agent shall be entitled to enforce its security and the Lessor shall not in such

event, and so long as the Collateral Agent observes and performs the terms and conditions of the Lease, exercise any of its rights against the Lessee or terminate the Lease.

(d) If the Collateral Agent exercises its right to acquire the Leased Premises, the provisions of this Agreement shall apply, *mutatis mutandis*, to the Collateral Agent in its capacity as tenant under the Lease.

4.6 Collateral

(a) The Lessor hereby acknowledges and agrees that the Lessee has granted to the Collateral Agent a security interest in and to the Collateral and may from time to time be entitled to pursue certain remedies with respect thereto as provided in the General Security Agreement.

(b) Notwithstanding that the Lessee may be in default under the Lease, the Lessor hereby agrees to grant to the Collateral Agent or a receiver appointed pursuant to the General Security Agreement such reasonable access to the Leased Premises as the Collateral Agent or such receiver may require for the purposes of inspecting the Collateral in accordance with the General Security Agreement or exercising any remedies to which the Collateral Agent or such receiver may be entitled with respect to the Collateral; provided always that the Collateral Agent agrees with the Lessor that the Collateral which constitutes leasehold improvements shall not be dealt with by the Collateral Agent, its agent or receiver, other than concurrently with any dealing with the Lessee's leasehold interest.

(c) The Lessor hereby waives all rights of distress and all other comparable rights of seizure or claims of ownership which it may be entitled to from time to time with respect to the Collateral. Following the occurrence of a default under the General Security Agreement, the Collateral Agent (or a duly appointed receiver) may, by written notice to the Lessor, request that the Lessor deliver up any Collateral in its possession to the Collateral Agent (or the receiver) and the Lessor agrees to do so as soon as reasonably practicable following receipt of such notice.

4.7 Transfer of the Lessor's Interest

The Lessor shall require any successor in interest of the Lessor's interest in the Lease or any interest therein, to agree in writing with the Lessee and the Collateral Agent to be bound by and observe the obligations of the Lessor under this Agreement and the Lease.

4.8 Concurrence of Lessee

The Lessee hereby consents to this Agreement and to all of the terms and conditions hereof and agrees to be bound thereby. The Lessee hereby further covenants and agrees that each of the Lessor and the Collateral Agent may rely and act upon any notice given by the other under this Agreement without requiring any further concurrence on the part of the Lessee and neither the Lessor nor the Collateral Agent shall be required to enquire into the right, power, capacity or authority of the other to exercise their respective rights under this Agreement or to perform their covenants under this Agreement.

4.9 Expropriation and Insurance Proceeds

(a) The Lessee agrees that the Collateral Agent shall have the right, in priority to the Lessee to recover all expropriation proceeds awarded or payable to the Lessee with respect to the Leased Premises to the extent of any amounts owing to the Lenders under the Security Documents.

(b) The Lessee agrees that the Collateral Agent shall have the right, in priority to the Lessee, to recover all insurance proceeds awarded or payable to the Lessee under all insurance policies with respect to the Leased Premises to the extent of any amounts owing to the Lenders under the Security Documents.

4.10 Limitation on Liability

(a) Except as expressly provided herein, nothing in this Agreement shall be construed so as to render the Collateral Agent or its agents liable for the performance of any of the covenants, conditions or agreements of the Lessee under the Lease unless the Collateral Agent or its agent has: (i) become a mortgagee in possession of the Leased Premises; (ii) become the owner of the Lessee's interest in the Lease or the Leased Premises; or (iii) received an assignment of the Lease or a New Lease, as the case may be, under Section 4.4 hereof, in which case the Collateral Agent or its agents shall be liable only for such period of time as it is or was a mortgagee in possession of the Leased Premises or the owner of the Lessee's interest in the Lease or the Leased Premises or holds or held an assignment of the Lease or a New Lease under Section 4.4. For greater certainty, if the Collateral Agent abandons possession of the Leased Premises, the Collateral Agent will not be liable to the Lessor for further payments of rent (as set forth in the Lease), or the performance of any obligations under the Lease other than for any amounts owing by or obligations incurred by the Collateral Agent under the Lease prior to such time.

(b) Any payment to be made or action to be taken by the Collateral Agent under this Agreement as a condition to keeping the Lease in effect or to cure a default by the Lessee shall be deemed properly to have been made or taken by the Collateral Agent if such payment is made or action is taken by a nominee, agent, receiver, receiver or manager or assignee of the rights of the Collateral Agent or any transferee of the leasehold interest from the Collateral Agent in accordance with the terms of this Agreement.

(c) Nothing in this Agreement shall be construed to obligate the Collateral Agent to advance any monies whatsoever pursuant to the Mortgage.

4.11 Assignment and Subletting

Each of the Lessor and the Lessee covenants and agrees with the Collateral Agent that the Collateral Agent may assign the Security Documents or any of its interest therein provided the assignee thereof first enters into an agreement with the Lessor and the Lessee on the same terms and conditions and in the same form as this Agreement. Upon such assignment, the Collateral Agent shall be released by the Lessor from all future obligations under or in respect of the Lease, but shall not be released from any liability and shall remain liable to the Lessor in respect of any and all obligations under the Lease and this Agreement arising prior to the date of

assignment, to the extent that the Collateral Agent has become responsible for same in accordance with this Agreement.

4.12 Status Certificates

Each of the Lessee and the Lessor agrees to provide to the Collateral Agent, upon not less than 10 days' prior written notice, a certificate confirming the status of the Lease in the form attached hereto as Schedule B and Schedule C, respectively.

ARTICLE 5
MISCELLANEOUS

5.1 Notices

The parties hereto agree that any notice given pursuant to the Mortgage, the Lease, or this Agreement shall be in the same form and given at the same time as notice is given to any of the Lessee, the Lessor or the Collateral Agent, as the case may be. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing, and shall be delivered to:

- | | | |
|-----|-----------------------------|---|
| (a) | if to the Lessor: | The Corporation of the City of Temiskaming Shores
325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0 |
| (b) | if to the Lessee: | Axium Infinity Solar LP
c/o Axium Infrastructure Inc.
120 Adelaide Street West, Suite 425
Toronto, ON M5H 1T1

Attention: Juan Caceres, Senior Investment Director
Facsimile: (514) 282-6478
E-mail: jcaceres@axiuminfra.com |
| (c) | if to the Collateral Agent: | The Canada Life Assurance Company
330 University Avenue, U2
Toronto, ON
M5G 1R8

Attention: Private Debt Investments
Facsimile: 416-597-9678
Email: debt_reporting@canadalife.com and
jason_ward@canadalife.com |

Any communication shall be deemed to have been received on the date of transmission if faxed and on the date of delivery if personally delivered. Any party may change its address in the manner provided for the giving of notices set out above.

5.2 Gender and Number

Any reference in this Agreement to gender includes all genders, and words importing the singular number only include the plural and vice versa.

5.3 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Save as expressly provided herein, references herein to Articles and Sections are to Articles and Sections of this Agreement.

5.4 References to Parties

Any reference in this Agreement to the Lessor, the Lessee or the Collateral Agent shall be construed so as to include its successors and permitted transferees or assigns hereunder in accordance with its respective interests.

5.5 Severability

In the event that any provision contained in this Agreement shall be invalid, illegal or unenforceable, the invalidity, illegality or unenforceability of that provision will not affect the validity, legality or enforceability of the remaining provisions hereof.

5.6 Time

Time is of the essence of this Agreement.

5.7 Amendment

No provision of this Agreement may be changed, modified, amended, restated, waived, supplemented, discharged, cancelled or terminated orally or by any course of dealing or in any other manner other than by a written agreement signed by the parties hereto.

5.8 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

5.9 **Further Assurances**

The parties shall promptly execute and deliver all such other and further documents, agreements, certificates and instruments necessary or desirable to implement this Agreement.

5.10 **Counterparts**

This Agreement may be executed and delivered in any number of counterparts with the same effect as if all parties had all signed and delivered the same document and all counterparts will be construed together to be an original and will constitute one and the same agreement.

5.11 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

5.12 **Submission to Jurisdiction**

The parties hereto agree that any legal suit, action or proceeding arising out of this Agreement may be instituted in the courts of Ontario, and the parties hereto hereby accept and irrevocably submit to the non-exclusive jurisdiction of said courts and acknowledge their competence and agree to be bound by any judgment thereof.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereof.

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

by 

Name: CARMAN KIDD

Title: MAYOR



Name: DAVID B. GREEN

Title: CLERK

I/We have authority to bind the
Corporation.

**AXIUM INFINITY SOLAR LP, by its
general partner AXIUM INFINITY
SOLAR GP INC.**

by _____

Name:

Title:

by _____

Name:

Title:

I/We have authority to bind the Limited
Partnership.

**THE CANADA LIFE ASSURANCE
COMPANY, as Collateral Agent**

by _____

Name:

Title:

Name:

Title:

I/We have authority to bind the
Corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereof.

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

by _____

Name:

Title:

Name:

Title:

I/We have authority to bind the
Corporation.

**AXIUM INFINITY SOLAR LP, by its
general partner AXIUM INFINITY
SOLAR GP INC.**

by _____

Name: Juan Caceres

Title: Director

by _____

Name:

Title:

I/We have authority to bind the Limited
Partnership.

**THE CANADA LIFE ASSURANCE
COMPANY, as Collateral Agent**

by _____

Name:

Title:

Name:

Title:

I/We have authority to bind the
Corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereof.

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

by _____
Name:
Title:

Name:
Title:

I/We have authority to bind the
Corporation.


**AXIUM INFINITY SOLAR LP, by its
general partner AXIUM INFINITY
SOLAR GP INC.**

by _____
Name: Juan Caceres
Title: Director

by _____
Name:
Title:

I/We have authority to bind the Limited
Partnership.

**THE CANADA LIFE ASSURANCE
COMPANY, as Collateral Agent**

by  _____
Name: Jason Ward
Title: Authorized Signatory

Name: Gauhav Mittal
Title: Vice-President, Private Debt Investments

I/We have authority to bind the
Corporation.

SCHEDULE A

LEGAL DESCRIPTION

PART 1 – FREEHOLD PARCEL

PIN 61335-0399 (LT)

E 1/2 OF S 1/2 LT 5 CON 2 DYMOND EXCEPT LT133225 & LT133699; TEMISKAMING SHORES ; DISTRICT OF TIMISKAMING

Being the whole of the said PIN.

Land Registry Office for the Land Titles Division of Timiskaming (No. 54).

PART 2 – LEASEHOLD PARCEL

PIN 61335-0398 (LT)

E 1/2 OF S 1/2 LT 5 CON 2 DYMOND EXCEPT LT133225 & LT133699; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING; TOGETHER WITH AN EASEMENT OVER PT 5 54R5686 AS IN DT40425; TOGETHER WITH AN EASEMENT OVER PTS 1, 2, 3 54R5024 AS IN DT47300.

Being the whole of the said PIN.

Land Registry Office for the Land Titles Division of Timiskaming (No. 54).

SCHEDULE B

FORM OF LESSEE ESTOPPEL

- TO: The Canada Life Assurance Company, and its successors and permitted assigns (hereinafter, the "**Collateral Agent**")
- RE: Amended and Restated Lease (the "**Lease**") dated November 9, 2012 between The Corporation of the City of Temiskaming Shores (the "**Lessor**"), as lessor, 2225256 Ontario Inc. ("**2225256**"), as lessee, and Canadian Solar Solutions Inc., as guarantor, as assigned by 2225256 to TransCanada Energy Ltd. ("**TransCanada**") pursuant to an assignment and assumption agreement made as of October 26, 2015, and further assigned by TransCanada to the undersigned (the "**Lessee**") pursuant to an assignment and assumption agreement dated ■ in respect of the lands and premises described in the Lease (the "**Leased Premises**")
- RE: Leasehold mortgage dated ■ given by the undersigned in favour of the Collateral Agent in respect of the Leased Premises
-

1. The undersigned hereby confirms and acknowledges that it is in possession of the Leased Premises, and that the Lease remains in full force and effect. In particular, without limiting the generality of the above, the Lessee confirms the following as being true and accurate:
- (a) the current annual rent payable under the Lease is \$ ■;
 - (b) the Lessee has not prepaid any rent or made any security deposits other than the sum of \$ _____ which was paid on the ____ day of _____, 20__, and there is no other amount of prepaid rent presently held by the Lessor, whether as prepaid rent, security deposit or otherwise;
 - (c) there is no existing default by either the Lessor or the Lessee under the terms of the Lease and the Lease is in good standing;
 - (d) the Lease has not been altered or amended and has not been terminated, surrendered and is in good standing and in full force and effect and is unmodified except as hereinafter set out: ■
(Please set out full particulars or all assignments of or amendments to the Lease, including dates and the parties thereto);
 - (e) the Lease and the above documents, if any, fully disclose all aspects of the rights of the Lessor and the Lessee against each other and there are no collateral representations, warranties or other obligations except as set out therein; more specifically there is no agreement between the Lessee and the Lessor, other than

that contained in the Lease, pertaining to the obligations of the Lessor and the rights of the Lessee relating to the use and occupation of the Leased Premises by the Lessee;

- (f) the Lessee has no claim for the repayment of any monies paid by it pursuant to the Lease on account of rent or otherwise. The Lessee has no lien, charge, encumbrance, claim or right to set-off for damages against the Lessor with respect to the other amounts due or to become due under the Lease;
- (g) the Lessee has not received any notice of any assignment of the Lease or the rents thereunder by the Lessor;
- (h) the Lease has not been assigned, nor has the whole or any part of the Leased Premises been sublet by the Lessee;
- (i) the Leased Premises are being used for the purpose set out in the Lease; and
- (j) there is no litigation, or governmental or municipal proceeding commenced, pending or threatened against the undersigned with respect to the Leased Premises.

2. The undersigned agrees that the statements contained herein may be relied upon by the Collateral Agent as being true and accurate.

IN WITNESS WHEREOF the Lessee has executed this certificate the ____ day of _____, 20_____.

AXIUM INFINITY SOLAR LP, by its
general partner **AXIUM INFINITY
SOLAR GP INC.**

by

Name:
Title:

by

Name:
Title:

I/We have authority to bind the Limited
Partnership.

SCHEDULE C

FORM OF LESSOR ESTOPPEL

TO: The Canada Life Assurance Company, and its successors and permitted assigns (hereinafter, the "**Collateral Agent**")

RE: Amended and Restated Lease (the "**Lease**") dated November 9, 2012 between the undersigned (the "**Lessor**"), as lessor, 2225256 Ontario Inc. ("**2225256**"), as lessee, and Canadian Solar Solutions Inc., as guarantor, as assigned by 2225256 to TransCanada Energy Ltd. ("**TransCanada**") pursuant to an assignment and assumption agreement made as of October 26, 2015, and further assigned to Axiom Infinity Solar LP (the "**Lessee**") pursuant to an assignment and assumption agreement dated ■ in respect of the lands and premises described in the Lease (the "**Leased Premises**")

RE: Leasehold mortgage dated ■ given by the Lessee in favour of the Collateral Agent in respect of the Leased Premises

1. The undersigned hereby confirms and acknowledges that the Lease remains in full force and effect and in particular, without limiting the generality of the above, the Lessor confirms the following as being true and accurate:
 - (a) the current annual rent payable under the Lease is \$■;
 - (b) the Lessee has not prepaid any rent or made any security deposits other than the sum of \$ _____ which was paid on the ____ day of _____, 20____, and there is no other amount of prepaid rent presently held by the Lessor, whether as prepaid rent, security deposit or otherwise;
 - (c) there is no existing default by either the Lessor or the Lessee under the terms of the Lease and the Lease is in good standing;
 - (d) the Lease has not been altered or amended and has not been terminated, surrendered and is in good standing and in full force and effect and is unmodified except as hereinafter set out: ■
(Please set out full particulars or all assignments of or amendments to the Lease, including dates and the parties thereto);
 - (e) the Lease and the above documents, if any, fully disclose all aspects of the rights of the Lessor and the Lessee against each other and there are no collateral representations, warranties or other obligations except as set out therein; more specifically there is no agreement between the Lessor and the Lessee, other than that contained in the Lease, pertaining to the obligations of the Lessor and the

rights of the Lessee relating to the use and occupation of the Leased Premises by the Lessee;

- (f) the Lessor has no liens, charges, encumbrances, claims or right for damages against the Lessee with respect to the rent or other amounts due or to become due under the Lease; except: ■;
- (g) the Lessor has not received a notice of any assignment or subletting by the Lessee of the Lease;
- (h) the Lessor has not assigned the Lease;
- (i) the Leased Premises are being used for the purpose set out in the Lease; and
- (j) there is no litigation, or governmental or municipal proceeding commenced, pending or threatened against the undersigned with respect to the Leased Premises.

2. The undersigned agrees that the statements contained herein may be relied upon by the Collateral Agent as being true and accurate.

IN WITNESS WHEREOF the Lessor has executed this certificate the ____ day of _____, 20__.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

by _____
Name:
Title:

Name:
Title:
I/We have authority to bind the Corporation.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-018

**Being a by-law to enter into a Purchase Agreement
with Tenco Inc. for the purchase and delivery of a
Two Stage Dual Auger Blower Attachment**

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-001-2018 at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Tenco Ic. for the supply and delivery of a Blower Attachment at an upset limit of \$107, 507.00 plus applicable taxes for consideration at the February 6, 2018 Regular Council meeting;

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

1. That Council authorizes the entering into a purchase agreement with Tenco Inc. for the supply and delivery of a two stage dual auger blower attachment at an upset limit of \$107,507.00 plus applicable taxes, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-018

Equipment Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Tenco Inc.

For the supply and delivery of a two stage dual auger
blower attachment

This agreement made in duplicate this 6th day of February, 2018.

Between:

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

and

Tenco Inc.
(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide a two stage dual auger blower in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-001-2018)
Supply and Delivery of a Two Stage Dual Auger**

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

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of two (2) Plow Trucks in the amount of One Hundred and Seven Thousand, Five Hundred and Seven Dollars and Zero cents (\$107,507.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

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

The Supplier:

Tenco Inc.
1318 Principale
St-Valerien Hilton, Quebec
J1H 2B0

Attn.: Jean-Philippe Bourque

The Owner:

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

Attn.: Mitch Lafreniere

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

Signed and Sealed in)
the presence of)

Supplier's Seal)
(if applicable))

Municipal Seal)

Tenco Inc.

Sales Manager – Jean-Philippe Bourque

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-018

Form of Agreement
Two Stage Dual Auger Blower Attachment



Scope of Work

Supply and Deliver a Tier 3 Two Stage Dual Auger with a model year within the last two years with the following criteria or city approved equivalent:

- Heavy duty control and display system equivalent to a PLUS +1 from Sauer Danfoss **YES PRAW touch SCREEN**
- Variable pitch angle fan
- Capacity should be up to 2750 tons/hour specify 2750
- Projection should be up to 150 feet specify 150 FT
- Dimensions:
 - Specify width 103"
 - Specify height 135"
 - Specify working height 54"
 - Specify overall length 80"
 - Specify overall weight 10,000 lbs
- Auger should be mechanical
- Specify diameter of augers 20"
- Specify impeller diameter 38"
- Specify drum diameter 38"
- Frame to be fully welded construction ✓
- Frame to be made of triangular design ✓
- Standard telescopic loading chute ✓
- Specify diameter 17"
- Specify rotation 300°
- Engine make and model CAT C7
- Specify HP 295 HP
- Must supply block heater, minimum 1000W ✓
- Fuel tank capacity 345 Liters
- Hydraulic system type DIRECT DRIVE PUMP
- Hydraulic tank capacity 21 liters
- Specify electrical system
 - o Alternator 12 volts 115amp
 - o Batteries 950 CCA
 - o Master Switch, Yes or No
- Specify Driveline system
 - o Clutch type SP 211 OVERCENTER
 - o Lubrication PRESSURIZED oil system
 - o Safety EMERGENCY stop on FRAME AND control
- Instrument panel and controls
 - o Specify model PRAW touch screen including joystick
 - o Specify control options N/A



Scope of Work (continued)

- Skates and Scraper Blades
 - o How many 10
- Any additional options
 - o Specify
 - o 20" hydraulic ext. chute 1795\$
 - o CARBIDE SKATES 95\$
 - o 2 working lights on chute 422\$
 - o RESIDENTIAL MUFFLER 827\$
 - o _____
 - o _____
 - o _____
 - o _____
 - o _____
 - o _____
- Expected delivery time once awarded 45 DAYS.



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

PW-RFP-001-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, TEUSCO Inc. / JEAN-Philippe Bourque
(Registered Company Name/Individuals Name)

Of, 1318 principale, St-Valerie, Milton, QC, J0H 2B0
(Registered Address and Postal Code)

Business:

Phone Number (450) - 549-2411

Fax Number (450) - 549-2410

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

Price for unit (less HST)

\$ 115 995.⁰⁰

Model Year

2018

Total including HST

\$ 131 074.³⁵



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

NON-COLLUSION AFFIDAVIT

I/ We TEMCO Inc. 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

TEMCO inc

Title

VP Sales/Marketing



City of Temiskaming Shores
PW-RFP-001-2018
Supply and Delivery of a Two Stage Dual Auger

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 St-Vasile-Milton this 11 day of JANUARY, 2018.

FIRM NAME: DANIEL BEAUDOIN

BIDDER'S AUTHORIZED OFFICIAL: DANIEL BEAUDOIN

TITLE: PRESIDENT

SIGNATURE: Daniel Beaudoin

The Corporation of the City of Temiskaming Shores

By-law No. 2018-019

**Being a by-law to enter into a Service Agreement with LISAND
Electrical Services for a Master Electrician**

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 Memo No. 005-2018-PW at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three year Service Agreement with LISAND Electrical Service commencing on January 1st, 2018 through to December 31st, 2020;

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

1. That Council authorizes the entering into a Service Agreement with LISAND Electrical Services for a Master Electrician in relation to water and wastewater facilities, attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-019

Service Agreement between

The Corporation of the City of Temiskaming Shores

and

LISAND Electrical Services

for a Master Electrician

This Service Agreement made in duplicate this 6th day of February, 2018.

Between:

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

And:

LISAND Electrical Services
(hereinafter called "the Contractor")

Witnesseth:

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

1. Contract Period

The parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2018** and shall terminate on the **31st day of December, 2020**.

2. Right to Terminate Agreement

The City reserves the right to terminate this agreement should the contractor fail to provide the services in accordance to the provisions contained herein.

3. Respond to Request for Service

The Master Electrician will be required to respond to requests for service based on the following criteria within the timeframes identified:

Nature of Electrical Issue	Timeframe
Critical – Operation of facility may be compromised based on health and safety or compliance with legislation;	2 hrs
Crucial – Facility can operate without, but for only a short duration;	8 hrs
Urgent – Component has a back-up, but based on age of component may require lead time to acquire parts.	24 hrs

Note: It is anticipated that most electrical issue would be categorized as *URGENT*

4. Assess Electrical Issue

In concert with municipal or OCWA staff the Master Electrician will assess the electrical issue and perform testing and troubleshooting to verify the root cause of the electrical issue and recommend a course of action. In the event that the testing and

troubleshooting should exceed 1 day (8 hrs), the contractor must consult with City Staff before proceeding. Invoicing to City would be based on time expended.

In the event the issue can be rectified on site, the Contractor shall arrange for such repairs. Time will be invoiced based on rates outlined in *Form of Quotation* along with incidental materials.

5. Acquisition of Materials by the Contractor

In the event the contractor recommends repair and/or replacement of specific parts, such parts are to be identified and obtained based on the following criteria:

Value of Parts	Criteria	Max. Mark up
< \$ 2,000	Obtain parts from supplier of Electrician's choice	20%
\$2,001 to \$10,000	Obtain 3 supplier quotations	10%
> \$ 10,000	Obtain 3 supplier quotations and consult with City	10%

The contractor shall validate compliance with this provision through submission of appropriate documentation to the City when submitting invoices.

6. Installation and Commissioning

The contractor shall make repairs on-site when practical on a time and material basis. Installation of replacement/new parts shall be completed by the contractor subsequent to receipt of the part(s). Any and all permits required shall be obtained by the Contractor with associated fees reimbursed by the City.

Commissioning shall be coordinated by the Contractor through consultation with the City and/or OCWA and any other agency, such as the Electrical Safety Association (ESA) as may be required.

7. Remuneration

The contractor shall accept the compensation based on the hourly rates in the below table for furnishing all necessary labour.

Description	Hourly Rate
Assessment by Master Electrician	\$ 75.00
Installation – Master Electrician	\$ 75.00
Installation – Journeyman	\$ 70.00
Installation – Apprentice*	\$ 45.00

* The Apprentice hourly rate is subject to yearly increase based on required hours achieved.

8. Facility Access

The Ontario Clean Water Agency (OCWA) is the accredited operator of all water and wastewater facilities within the City of Temiskaming Shores through an operations and maintenance agreement with the City. As a result OCWA has care and control of these facilities including third party access. Many of the issues to which the contractor would be responding to are typically identified by OCWA. The Contractor shall ensure that OCWA is aware of any and all visits to water and wastewater facilities through the following contact(s):

Victor Legault

OCWA Cluster Manager
Cell No.: 705-679-4164
Work: 705-672-5549 Ext. 223

or

Eddie Hillman

Overall Responsible Operator
Cell No.: 705-648-4139
Work: 705-672-5549 Ext. 224

9. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the City, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by the Contractor's negligence or wilful misconduct when performing the Services.

10. Insurance

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

The policy shall cover all operations and liability assumed under this assignment with the City. It shall not contain any exclusions or limitations and shall not be allowed to lapse throughout the duration of the contract.

11. WSIB and Contractor Personnel

The Contractors employees must not be either mentally or physically impaired by any substance, medicinally or otherwise. The Contractors employees must be experienced operators.

The Contractor must remain in good standing with the Worker's Compensation Board throughout the duration of the Contract. The Contractor clearly understands and agrees that neither he/she or anyone hired by him/her is covered by the City of Temiskaming Shores under the Workers Compensation Act, and the Contractor shall be responsible

for and pay all dues and assessments payable under the Worker's Compensation Act, the Unemployment Insurance Act, or any other Act, whether Provincial or Federal, in respect of himself/herself, his/her employees and operations, and shall upon request, furnish the City with satisfactory evidence that he/she has complied with the provisions of such Act. If the Contractor shall fail to do so, the City shall have the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default and the City shall have the right to make such payment.

Information on coverage under the Worker's Compensation Act can be obtained directly from the Worker's Compensation Board.

The Contractor is responsible for the payment of wages of any employees hired by him/her and when requested, shall furnish evidence to the satisfaction to the City that these wages have been paid in full. The City reserves the right to withhold payment for such sum or sums of money due to the Contractor as may be required to cover such default in addition to holding the Contractor responsible for any loss or damage the City may suffer as a result of such default.

12. Communication

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the City for whom they are intended or if sent by post or telegram addressed as follows:

The Contractor:

LISAND Electrical Services
P.O. Box 523
32 St-Joseph Blvd.
Belle Vallee, Ontario
P0J 1A0

Attn.: Andre R. Lachapelle

The City:

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

Attn: Douglas G. Walsh

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

LISAND Electrical Services

Owner – Andre Lachapelle

Witness
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-020

**Being a by-law to authorize the Purchase of Land from
Her Majesty the Queen in Right of Ontario as
represented by the Minister of Infrastructure – South
Half of Gray Road – Part 16 on Plan 54R-6007, 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 Council considered Confidential Memo No. 004-2018-CS at the January 9, 2018 Regular Council meeting and directed staff to finalize the Agreement of Purchase and Sale for Parts 16, 17 & 23 on reference Plan 54R-6007 for consideration at the February 6, 2018 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 authorizes the entering into an Agreement of Purchase and Sale between **Her Majesty the Queen in Right of Ontario as represented by the Minister of Infrastructure** as Vendor and The Corporation of the **City of Temiskaming Shores** as Purchaser, in the form annexed hereto as Schedule "A" and forming part of this by-law;
2. That Council agrees to purchase the subject land in the amount of \$2,500 plus applicable taxes and other such considerations outlined in the said agreement land legally described as:

Part of PIN 61340-0253 (LT), Parcel 3312, South Section Temiskaming, Part of Lot 8, Concession 2, Township of Dymond, designated as Part 16, Plan 54R-6007, City of Temiskaming Shores, District of Timiskaming

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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE
MINISTER OF INFRASTRUCTURE**

as **“Vendor”**

and

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

as **“Purchaser”**

AGREEMENT OF PURCHASE AND SALE

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AGREEMENT OF PURCHASE AND SALE

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**
(hereinafter collectively called the “**Vendor**”)

OF THE FIRST PART

- and -

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
(hereinafter called the “**Purchaser**”)

OF THE SECOND PART

RECITALS:

- A. The Vendor is the owner in fee simple of the property defined as the “Property” in Section 1.01(oo) of this Agreement.
- B. OILC confirms that it is the designated agent of the Vendor.
- C. The Purchaser has offered to purchase the Property from the Vendor and the Vendor has agreed to sell the Property to the Purchaser on the terms and conditions hereinafter set forth.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1 DEFINITIONS

1.01 Definitions

Unless the context expressly or by necessary implication indicates a contrary meaning, the terms defined in this Section 1.01 for all purposes of this Agreement, shall have the meanings set out below:

- (a) “**Affiliate**” has the meaning set out in the *Business Corporations Act*, R.S.O. 1990, c.B. 16.
- (b) “**Agreement**” means collectively, this agreement of purchase and sale, all Schedules attached hereto and every properly executed instrument which by its terms amends, modifies or supplements this Agreement.
- (c) “**Adjustments**” means the adjustments to the Purchase Price provided for and determined pursuant to this Agreement.
- (d) “**As Is Where Is**” has the meaning ascribed to it in Section 5.01.
- (e) “**Assignee**” has the meaning ascribed to it in Section 15.02.
- (f) “**Applicable Laws**” means, collectively, all statutes, laws, by-laws, regulations, ordinances and orders of any governmental Authority, including without limitation all Land Use Regulations.
- (g) “**Authority**” means any governmental or quasi-governmental authority, regulatory authority, government department, agency, commission, board, tribunal, body or department, or any court, whether federal, provincial or municipal, having jurisdiction over the Property, or the use thereof.
- (h) “**Buildings**” means, individually or collectively, as the context requires, all buildings, structures and fixed improvements located on, upon or under the Lands, and all

improvements and fixtures of the Vendor contained in, upon or on such buildings and structures which are used in the operation of same, but excluding all buildings, structures, fixtures and improvements which are not owned by the Vendor, and “**Building**” means any one of the Buildings.

- (i) “**Business Day**” means any day on which the Government of Ontario normally conducts business.
- (j) “**Chattels**” means, collectively, the equipment, inventory, supplies and other chattels owned by the Vendor as of the Closing Date, located at the Lands or Buildings, and used in the maintenance, repair and operation of the Property, if any, all of which are listed in Schedule C to this Agreement.
- (k) “**Class EA**” means the Class Environmental Assessment Process for the Ministry of Infrastructure as it applies to OILC realty activities (being as at the date of this Agreement the “Ministry of Infrastructure Public Work Class Environmental Assessment (Office Consolidation)”, as approved April 28, 2004 and amended on September 11, 2008 and on October 31, 2012), as approved, amended, or renewed from time to time by the Minister of the Environment and Climate Change pursuant to Section 14 of the *Environmental Assessment Act*, R.S.O. 1990, c. E.18.
- (l) “**Class EA Requirements**” has the meaning ascribed to it in Section 8.01.
- (m) “**Closing**” means the closing of the Transaction, including without limitation the payment of the Purchase Price and the delivery of the closing documents in accordance with the provisions of this Agreement.
- (n) “**Closing Date**” means the day which is fifteen (15) Business Days next following the later of (i) the date the Purchaser waives or satisfies its condition(s) contained in Section 5 of this Agreement, and (ii) the date that the Vendor fulfills its condition(s) contained in Section 6, or any extension thereof pursuant to the terms hereof.
- (o) “**Contaminant**” has, for the purposes of this Agreement, the same meaning as that contained in the *Environmental Protection Act*, R.S.O. 1990, c. E.19, as amended, and shall include the requirements of any and all guidelines and/or policies issued by the Ontario Ministry of the Environment and Climate Change and/or the Ministry of Labour.
- (p) “**Crown Right Request**” has the meaning ascribed to it in Section 12.01.
- (q) “**Date of Acceptance**” means the date the Vendor approves and accepts this Agreement.
- (r) “**Deposit**” has the meaning ascribed to it in Section 3.01.
- (s) “**Environmental Law**” means, collectively, all Applicable Laws and agreements with governmental Authorities and all other applicable federal and provincial statutes, municipal and local laws, common law and deed restrictions, all by-laws, regulations, codes, licences, permits, orders, directives, guidelines, decisions rendered by any governmental Authority relating to the protection of the environment, natural resources, public health, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, packaging, transport, handling, containment, clean-up or other remediation or corrective action of any Hazardous Substance, and all authorizations issued pursuant to such Applicable Laws, agreements or statutory requirements.
- (t) “**Environmental Objection**” has the meaning ascribed to it in Section 5.02.
- (u) “**Environmental Reports**” means the reports relating to the environmental condition of the Lands and/or Buildings as identified in Schedule E.
- (v) “**Extended Period**” has the meaning ascribed to it in Section 12.07.
- (w) “**Further Class EA Extension Period**” has the meaning ascribed to it in Section 8.02(d)(i).
- (x) “**Further Extension Period**” has the meaning ascribed to it in Section 8.03(b).

- (y) “**Hazardous Substance**” includes, but is not limited to any hazardous or toxic chemical, waste, by-product, pollutant, contaminant, compound, product or substance, including without limitation, any Contaminant, asbestos, polychlorinated biphenyls, petroleum and its derivatives, by-products or other hydrocarbons and any other liquid, solid or gaseous material the exposure to, or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, disposal, abatement, cleanup, removal, remediation or handling of, which is prohibited, controlled or regulated by any and is defined in or pursuant to any Environmental Law.
- (z) “**Heritage Requirements**” has the meaning ascribed to it in Section 8.01(b).
- (aa) “**HST**” has the meaning ascribed to it in Section 4.01 of this Agreement.
- (bb) “**Initial Class EA Extension Period**” has the meaning ascribed to it in Section 8.02.
- (cc) “**Initial Extension Period**” has the meaning ascribed to it in Section 8.03.
- (dd) “**Initial Period**” has the meaning ascribed to it in Section 12.07.
- (ee) “**Inspection Period**” means that period of time which is thirty (30) days following the date the Vendor notifies the Purchaser that the Sale Approval has been obtained.
- (ff) “**Lands**” means the land(s) described in Schedule A.
- (gg) “**Land Use Regulations**” means collectively, any land use policies, regulations, by-laws, or plans of any Authority that apply to the use of the Property, including the existing Official Plans, zoning by-laws and zoning orders.
- (hh) “**Land Transfer Tax Affidavit**” has the meaning ascribed to it in Section 17.01.
- (ii) “**Lease**” means the lease to be entered into between the Purchaser as landlord and the Vendor or another provincial government ministry or agency, as tenant, if applicable, in the form attached hereto as Schedule D and to be effective as of the Closing Date.
- (jj) “**Municipality**” means the municipality (or municipalities) where the Property is located.
- (kk) “**OILC**” means Ontario Infrastructure and Lands Corporation.
- (ll) “**Open Data**” means data that is required to be released to the public pursuant to the Open Data Directive.
- (mm) “**Open Data Directive**” means the Management Board of Cabinet’s Open Data Directive, updated on April 29, 2016, as amended.
- (nn) “**Permitted Encumbrances**” means, collectively, the encumbrances listed in Schedule B and any encumbrances created under the terms of this Agreement.
- (oo) “**Property**” means, collectively, all of the right, title and interest of the Vendor in and to each of the Lands, the Buildings, and the Chattels.
- (pp) “**Property Documents**” means the documents in OILC’s current possession related to the Property as set out in Schedule E and may include:
 - (A) plans, specifications and drawings for the Buildings, including architectural, structural and mechanical drawings, plans, specifications, test results from engineers, architects and others relating to the Property and related materials;
 - (B) executed copies of any Tenancy Agreements, assignable service contracts, operating agreements and management agreements;
 - (C) copies of assignable guarantees and warranties of materials, workmanship, labour and materials relating to the Property that are still in effect;

- (D) copies of building inspection reports, the Environmental Reports, heritage reports and archaeological reports relating to the Property; and
- (E) any plan of survey of the boundaries of the Property.
- (qq) “**Purchase Price**” means the total amount as set out in Section 2.01 that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments.
- (rr) “**Purchaser’s Reports**” has the meaning ascribed to it in Section 5.06.
- (ss) “**Requisition Date**” has the meaning ascribed to it in Section 14.01.
- (tt) “**Sale Approval**” means the necessary internal governmental approvals required to dispose of the Property to the Purchaser including, but not limited to, the approval of the Lieutenant Governor-in-Council pursuant to Section 9 of the *Ministry of Infrastructure Act*, 2011 S.O. 2011, C. 9, Sched. 27 for the sale of the Property.
- (uu) “**Tenancy Agreements**” means all leases or licences, if any, to be assumed by the Purchaser which currently affect the Property and are listed in Schedule “B” of this Agreement.
- (vv) “**Transaction**” means, collectively, the purchase and sale of the Property provided for in this Agreement and all other matters contemplated in this Agreement.
- (ww) “**Vendor**” means Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure and includes, for the purpose of any exculpatory clause and indemnity included in this Agreement in favour of the Vendor, OILC, any ministries, agencies, representatives, servants, employees, agents, invitees, officers, directors, contractors and licensees of Her Majesty the Queen in right of Ontario and OILC, and their brokers, service provider(s) and any other entity over whom the Vendor or OILC may reasonably be expected to exercise control.

SECTION 2 AGREEMENT OF PURCHASE AND SALE

- 2.01** The Vendor agrees to sell, transfer and assign to the Purchaser all of the right, title and interest of the Vendor in the Property and the Purchaser agrees to purchase, acquire and assume the Property from the Vendor for the Purchase Price of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00) that shall be paid by the Purchaser to the Vendor for the Property, exclusive of HST and subject to the Adjustments on the Closing Date.

SECTION 3 DEPOSIT / PAYMENT OF PURCHASE PRICE

- 3.01** The Purchaser will pay to OILC in trust, by wire transfer, certified cheque or bank draft:
- (a) Upon the submission of this offer to purchase, a sum equal to ten percent (10%) of the Purchase Price as a deposit to be credited towards the Purchase Price on the Closing Date (the “**Deposit**”).
- 3.02** The parties authorize and direct OILC forthwith after the Date of Acceptance, to invest the Deposit with a Canadian bank as identified in *Schedule I* of the *Bank Act*, R.S., 1991, c. B.46 (Canada) in an interest bearing account (such investment to be available to OILC through its trust account bank and which investment allows liquidation of the investment as necessary for the anticipated Closing Date or earlier termination of this Agreement as herein provided). Any and all interest earned thereon shall accrue to the benefit of and, subject to Sections 3.03 and 5.03, be paid to the Purchaser forthwith following the Closing Date or earlier termination of this Agreement.
- 3.03** In the event that this Agreement is terminated due to a specific default by the Purchaser, then the Deposit, together with all interest accrued thereon, shall be forfeited to the Vendor as liquidated

damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default.

- 3.04** If the Transaction is completed, the Deposit shall be credited against the Purchase Price due on Closing and all interest accrued thereon shall be paid to the Purchaser or as it may direct forthwith following Closing.
- 3.05** On Closing the Purchase Price shall be paid and satisfied as follows:
- (a) by release of the Deposit to the Vendor; and
 - (b) the balance of the Purchase Price, as adjusted pursuant to this Agreement shall be paid prior to 3:00 p.m. (Toronto time) on the Closing Date by the Purchaser to OILC in trust by way of certified cheque, bank draft or wire transfer. If payment is made by way of wire transfer, such payment shall be deemed to have been made when OILC's financial institution confirms receipt of such wire transfer.
- 3.06** This Agreement shall be completed on the Closing Date at the offices of OILC.

SECTION 4 HARMONIZED SALES TAX

- 4.01** The Purchase Price of the Property does not include the Harmonized Sales Tax ("HST") payable by the Purchaser in respect of the purchase of the Property pursuant to the *Excise Tax Act*, R.S.C. 1985, c. E.15 (Canada) (the "Act"). Subject to Section 4.02, the Purchaser agrees to pay to the Vendor, on the Closing Date, as a condition of completion of this Transaction by wire transfer, certified cheque or bank draft, all HST payable as a result of this Transaction in accordance with the Act.
- 4.02** Notwithstanding Section 4.01 above, the Vendor shall not collect HST from the Purchaser in this Transaction if, on Closing, the Purchaser is registered under the Act and in that event, the Purchaser shall:
- (a) file returns and remit such HST to the Receiver General for Canada when and to the extent required by the Act; and
 - (b) provide to the Vendor, on the Closing Date, a certificate confirming that the Purchaser is registered under the Act for the purposes of collecting and remitting HST, and confirming its HST registration number under the Act, together with an indemnity in favour of the Vendor for any and all HST, fines, penalties, actions, costs, losses, claims, damages or expenses and/or interest which may become payable by, or assessed against, the Vendor as a result of the Vendor's failure to collect HST from the Purchaser on the Closing Date, such certificate and indemnity to be in a form satisfactory to the Vendor's solicitor, acting reasonably,
- failing which the Purchaser shall pay to the Vendor on Closing the HST payable by the Purchaser with respect to this Transaction and the Vendor shall remit such HST to the appropriate Authority in accordance with the Act.
- 4.03** The Purchaser's obligations under this Section 4 shall survive and not merge on Closing.

SECTION 5 "AS IS WHERE IS", PURCHASER'S INSPECTION PERIOD, AND ENVIRONMENTAL INDEMNITY

- 5.01** The Purchaser acknowledges and agrees that:
- (a) in entering into this Agreement, the Purchaser has relied and will continue to rely entirely and solely upon its own inspections and investigations with respect to the Property, including without limitation, the physical and environmental condition of the Property and a review of any documentation respecting the Property, and the Purchaser acknowledges it is not relying on any information furnished by the Vendor or any other person on behalf of, or at the direction of, the Vendor in connection therewith;

- (b) the Purchaser is purchasing and shall accept, assume and take title to the Property and any improvements thereon in an “As Is, Where Is” condition. The term “**As Is, Where Is**” means in its condition or state on the date of Closing without any agreement, representation or warranty of any kind whatsoever, either express or implied on the part of the Vendor, as to the condition of the soil, the subsoil, the ground and surface water or any other environmental matters, the condition of the Lands, suitability for development, physical characteristics, profitability, the condition of the Buildings, if any, or any other matter respecting the Property whatsoever, including without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, the use to which the Property may be put and its zoning, the development potential of the Property or the ability of the Purchaser to obtain approvals with respect to the Purchaser’s intended development of the Property, or as to the accuracy, currency or completeness of any information or documentation supplied to the Purchaser in connection with the Property; and
- (c) the Vendor shall have no obligations or responsibility to the Purchaser after Closing with respect to any matter relating to the Property or the condition thereof.

Without limiting the foregoing, the Purchaser accepts, assumes and takes title to the Property subject to the land uses currently permitted on the Property by the applicable Land Use Regulations and the Purchaser shall not make and is not authorized by the Vendor to make, prior to completion of this Transaction, any applications to the Municipality or any governmental Authority for changes or variances to the uses currently permitted on the Property, including without limitation changes or variances to official plans and/or zoning by-laws applicable to the Property.

The provisions of this Section 5.01 shall survive and not merge on Closing.

- 5.02** During the Inspection Period, the Purchaser shall carry out whatever investigations it considers necessary to satisfy itself with respect to the condition of the soil, the subsoil, the ground and surface water or any other environmental matter relating to the Property, the condition of the Lands and the condition of the Buildings, including, without limitation, compliance with Environmental Law, the existence of any Hazardous Substance or Contaminant, or the use to which the Property may be put and its zoning.

If as a result of such investigations the Purchaser has or acquires evidence within the Inspection Period that there exists a condition of non-compliance with Environmental Law or the presence of a Hazardous Substance or Contaminant on, in, at, under, emanating from or onto the Property that would be in excess of the guidelines for any of the permitted uses under the current zoning by-law affecting the Property, the risk or presence of which the Purchaser is not prepared to assume, then the Purchaser shall, by written notice, provide such evidence to the Vendor within the Inspection Period by way of a report of a recognized and qualified environmental consultant who shall specify in detail the nature of the non-compliance, Hazardous Substance or Contaminant and quantify the remediation cost (collectively, an “**Environmental Objection**”). Upon receipt of an Environmental Objection, the Vendor may, at its option and in its sole discretion:

- (a) undertake, as the Purchaser’s sole and exclusive remedy, to take such actions, complete such work and/or implement such measures, in the Vendor’s sole discretion as to means and methods, as may be necessary to correct the matter of non-compliance prior to the Closing Date or as soon as reasonably possible after the Closing Date if compliance prior to Closing is not, in the Vendor’s opinion, reasonably possible;
- (b) credit the Purchaser, as the Purchaser’s sole and exclusive remedy, the quantified cost of correcting the matter of non-compliance as an adjustment to the Purchase Price, in which event the Purchaser shall, on Closing, expressly assume the obligation and undertake to correct the matter of non-compliance as soon as possible after the Closing Date and shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser’s failure to remediate the Hazardous Substance, Contaminant and/or matter of non-compliance;
- (c) terminate this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor; or

- (d) refuse to do either (a), (b), or (c) above in which event the Purchaser shall have the option of either: (i) completing the Transaction without adjustment to the Purchase Price; or (ii) terminating this Agreement in which event the Deposit shall, subject to Section 5.03, be returned to the Purchaser with accrued interest, and without further liability to the Vendor.

The Vendor shall have ten (10) Business Days from receipt of the Environmental Objection to make its election under (a), (b), (c) or (d) above by notice in writing to the Purchaser and in the event the Vendor fails to make an election within said ten (10) Business Day period, the Vendor will be deemed to have elected option (d) above. The Purchaser shall have ten (10) days from the date of the Vendor's election or deemed election under (d) above to elect, by notice in writing to the Vendor, to terminate or complete as per paragraph (d) above and in the event the Purchaser fails to make an election within said ten (10) day period the Purchaser shall be deemed to have elected to complete the Transaction without adjustment to the Purchase Price.

- 5.03** During the Inspection Period, the Vendor will permit the Purchaser access to the Property, at reasonable times and upon a minimum of three (3) Business Days' prior written notice to the Vendor, to carry out, at the Purchaser's sole expense and risk, such investigations, tests and inspections as the Purchaser deems necessary, provided that the Purchaser takes all reasonable care in the conduct of such investigations, tests and inspections. All tests, investigations and inspections conducted by the Purchaser or its representatives shall be commenced and completed during the Inspection Period and shall be carried out as expeditiously as possible and at times and in such manner so as to not interfere with any tenants, occupants or licensees on the Property and the operation and maintenance of the Property. The Purchaser covenants and agrees to promptly repair or pay the cost of repair of any damage occasioned during or resulting from such investigations, tests and inspections of the Property conducted by the Purchaser or its representatives and to return the Property to the condition it was in prior to such investigations, tests and inspections. The Vendor assumes no responsibility for and the Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, demands, costs, damages, expenses and liabilities whatsoever arising from the Purchaser's and/or its agents' or consultants' presence on the Property or the Purchaser's and/or its agents' or consultants' activities on or in connection with the Property. The Vendor shall be entitled to deduct from the Deposit paid by the Purchaser hereunder the amount of any losses, costs, claims, third party actions, damages and expenses which the Vendor may suffer as a result of a breach of this Section 5.03. The obligations in this Section 5.03 shall survive termination of this Agreement and shall not merge on Closing.
- 5.04** The Purchaser shall be entitled to a maximum of three (3) inspections of the Property during the Inspection Period provided that the Purchaser provides the Vendor with a minimum of three (3) Business Days' prior written notice for each inspection.
- 5.05** The Vendor agrees to provide to the Purchaser, within five (5) days of the date of commencement of the Inspection Period, the Property Documents listed in Schedule E. The Purchaser acknowledges and agrees that: (i) the Property Documents are being provided to the Purchaser for informational purposes only and the Vendor makes no representations or warranties whatsoever with respect to the content, completeness or accuracy of the Property Documents, or the environmental or any other condition of the Property; (ii) the Vendor shall not be liable to the Purchaser, its agents, employees or lending institution in any way for any error, omission or inaccuracy contained in any Property Document; and (iii) as of the Closing Date, the Purchaser shall become solely liable for all conditions and Hazardous Substances and/or Contaminants existing at the Property, whether known or unknown by the Purchaser, and whether or not such conditions or Hazardous Substances and/or Contaminants are disclosed in the Property Documents or have been discovered by Purchaser in the course of its due diligence or other investigations or inspections of the Property.
- 5.06** The Purchaser covenants and agrees that the Property Documents provided by the Vendor and any and all third party reports, findings, recommendations, opinions and information resulting from the Purchaser's due diligence ("**Purchaser's Reports**") and the information contained therein are strictly confidential and the Purchaser represents and warrants that neither the Purchaser, its employees, agents, consultants, or lending institution, all of whom shall be bound by the same confidentiality obligations, will release the Property Documents, Purchaser's Reports or any of the information contained therein to any other individual, or corporation or to any federal, provincial, or municipal agency, institution or any other Authority, other than such disclosure as is necessary to permit proper evaluation of the Transaction by the Purchaser's lending institution, without the express written consent of the Vendor, and the Purchaser shall refuse all requests for such Property Documents, Purchaser's Reports and/or information in the

absence of the Vendor's express written consent, unless compelled to do so by any competent judicial or administrative Authority. If this Agreement is terminated for any reason, the Purchaser will promptly return to the Vendor all Purchaser's Reports and Property Documents without keeping copies. The Purchaser shall deliver to the Vendor forthwith following receipt, copies of any and all Purchaser's Reports the Purchaser commissions or obtains during the course of its investigations.

- 5.07** In the absence of the Purchaser delivering: (i) an Environmental Objection; and (ii) a notice to terminate the Agreement under Section 5.02(d), the Purchaser shall be conclusively deemed to accept the Property in its As Is, Where Is condition, having waived all requisitions concerning any matters relating to the Property, save for any valid requisition on title made prior to the expiry of the Requisition Date, and the Purchaser shall accept full responsibility for all conditions related to the Property, and the Purchaser shall comply, at its sole cost, with all orders relating to the condition of the Property issued by any competent government Authority, court or administrative tribunal, including any order issued against the Vendor including without limitation, any non-compliance with Environmental Law or relating to the existence of any Hazardous Substance or Contaminant.
- 5.08** As an inducement to, and as further consideration for, the Vendor agreeing to sell the Property to the Purchaser upon the terms and conditions set forth in this Agreement, the Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser shall forever release and covenant not to sue the Vendor and its affiliates, subsidiaries, related legal entities, employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
- 5.09** The Purchaser shall be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
- 5.10** The parties agree to execute and exchange at the time of Closing such further documentation of the agreements herein contained as either party reasonably requests, including, but not limited to, an agreement whereby the Purchaser shall reaffirm the release, covenant not to sue and indemnifications regarding the condition of the Property and environmental matters set forth in this Section 5. Notwithstanding the foregoing, the release, covenant not to sue and indemnifications set forth in this Section 5 shall become effective and enforceable automatically upon the registration of the Transfer/Deed of Land in respect of the Property in favour of the Purchaser, and Purchaser shall be bound by them, regardless of whether or not Purchaser executes any separate instrument at the time of Closing.
- 5.11** INTENTIONALLY DELETED.
- 5.12** This Section 5 shall not merge but shall survive the Closing Date and shall be a continuing obligation of the Purchaser.

SECTION 6 VENDOR'S CONDITIONS

- 6.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of each of the following conditions on or before the Closing Date or any earlier date or time specified in this Agreement:
- (a) the Vendor shall have obtained the Sale Approval pursuant to Section 7 of this Agreement;
 - (b) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser shall have been complied with or performed in all material respects at the times contemplated in this Agreement;
 - (c) the representations and warranties of the Purchaser set forth in this Agreement shall be true and accurate in all material respects as if made as of the Closing; and
 - (d) all documents and deliveries required to be executed and/or delivered by the Purchaser shall have been executed and delivered to the Vendor in accordance to this Agreement.
- 6.02** The conditions set forth in Section 6.01 are for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, or by its solicitors on its behalf, in the sole and absolute discretion of the Vendor by notice to the Purchaser. The conditions are conditions precedent to the obligation of the Vendor to complete this Agreement on the Closing Date.
- 6.03** If a condition set forth in Section 6.01 is not fulfilled within the applicable time period, if any, and the Vendor fails to notify the Purchaser or the Purchaser's solicitors that such condition has been waived or the time period for compliance has been extended within the applicable time period allowed, if any (save and except for any condition which is to be satisfied on the Closing in connection with which it is hereby agreed that upon successful completion of the Transaction, such condition shall be deemed to have been satisfied), at the Vendor's sole option, this Agreement shall be null and void, notwithstanding any intermediate act or negotiations, and (i) in the event the Agreement is terminated as a result of the non-fulfilment of the condition set forth in Section 6.01(a), neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages, and the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction, and (ii) in the event the Agreement is terminated as a result of the non-fulfilment of any of the conditions set forth in Section 6.01(b), (c) or (d), the Deposit shall be forfeited to the Vendor as liquidated damages and without derogating from any claims or causes of action the Vendor may have pursuant to this Agreement and at law against the Purchaser arising from the Purchaser's default therein.

SECTION 7 SALE APPROVAL

- 7.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition: within ninety (90) days from the Date of Acceptance, the Vendor shall have obtained the Sale Approval, which approval the Purchaser acknowledges may be arbitrarily and unreasonably withheld. The Vendor shall notify the Purchaser if and when such approval is obtained, and the date of such notification if obtained shall be the date of commencement of the Inspection Period.
- 7.02** The Purchaser agrees that should the Vendor be unable to satisfy the condition set out in Section 7.01 within the said ninety (90) day period, then the Vendor may, at its option and in its sole discretion, extend this time period for an additional ninety (90) days by notice in writing to the Purchaser within the initial ninety (90) day period.
- 7.03** The Purchaser acknowledges that any Sale Approval that the Vendor obtains with respect to the Property may be subject to the limitations stated therein, including but not limited to a limitation that such approval shall be valid for a specified period of time from the date of such Sale Approval (the "**Approval Term**"), in which event such Sale Approval shall cease to be valid on the date upon which the Approval Term concludes (the "**Expiry Date**"), or on such date that such other limitation(s), if any, is/are not met and satisfied. In the event that the Vendor shall have

obtained a Sale Approval for the Property in satisfaction of the condition set out in Section 7.01, and in the event that the completion of the Transaction has not occurred on or before the Expiry Date set out in such Sale Approval or such date that such other limitation(s), if any, is/are not met and satisfied, notwithstanding any waiver of the condition set out in Section 7.01, this Agreement shall then be null and void, and neither the Vendor nor the Purchaser shall, subject to Section 5.03, be liable to the other for any loss, costs or damages.

SECTION 8
CLASS EA REQUIREMENTS / ABORIGINAL CLAIMS / SECTION 42 EXPROPRIATION
ACT APPROVAL

- 8.01** The obligation of the Vendor to complete the Transaction is conditional upon fulfillment of the following condition on or before the Closing Date: the Vendor shall have completed the Class EA for the Property and the Transaction (collectively, the "Class EA Requirements"). For purposes of this condition, the Class EA Requirements shall, without limitation, include and be deemed to include the following specific requirements:
- (a) the requirements of the *Environmental Assessment Act*, R.S.O. 1990, c.E. 18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction (the "Environmental Requirements"); and
 - (b) the requirements of the Standards & Guidelines for Conservation of Provincial Heritage Properties issued by the Ministry of Tourism, Culture and Sport pursuant to Section 25.2 of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, as approved, amended, or renewed from time to time, as they apply to the Property and the Transaction (the "Heritage Requirements").
- 8.02** Notwithstanding any other provision of this Agreement, the completion of the Transaction is subject to continuing compliance to the Closing Date with all Class EA Requirements. In the event that prior to the Closing Date:
- (a) any governing Authority makes or issues, or the Vendor receives any notice or communication from any governing Authority that it is considering whether to make or issue, any order or directive pursuant to the Class EA Requirements that necessitates that the Vendor, in addition to the actions and measures taken aforesaid, take other or different actions or measures to comply with the Class EA Requirements (including, without limitation, an order or directive requiring the Vendor to comply with Part II of the *Environmental Assessment Act*);
 - (b) a written request has been made to the Minister of the Environment, of which the Vendor has notice, that other or different measures be taken to comply with the Class EA Requirements;
- then the Vendor may, at its option and in its sole discretion, extend the Closing Date for at least an additional thirty (30) days (the "**Initial Class EA Extension Period**") by notice in writing to the Purchaser during which time the Vendor shall:
- (c) use reasonable efforts to determine whether the request in subsection (b) above has been satisfied or has been refused; and
 - (d) at its option and in its sole discretion, either:
 - (i) comply with such order or directive (as the same may be modified or withdrawn) at its own expense, in which event the Vendor may extend the Closing Date up to (but no more than) three times, for a further period of thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "**Further Class EA Extension Period**"); or
 - (ii) within the Initial Class EA Extension Period or at any time within the Further Class EA Extension Period, terminate this Agreement by written notice to the Purchaser, in which case this Agreement shall be null and void and of no further force and effect and the Deposit and any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable

to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

- 8.03** Notwithstanding any other provision of this Agreement, if at any time prior to the Closing Date the Vendor receives notification or otherwise becomes aware of any claim or potential claim whatsoever for an interest in respect of the Property, by any First Nation or other aboriginal group or individual, in relation to any constitutional right, treaty right, land claim, surrender agreement or consultation right, including, without limitation, an interest in the title to the Property, a right to the use of the whole or any part of the Property, a restriction on the use of the Property or any part thereof for any purpose, a restriction on access to the Property or any part thereof, a claim for compensation, arising out of any interest or claimed interest in the Property or a right of consultation in relation to the Property, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date for at least an additional thirty (30) days (the "**Initial Extension Period**") by notice in writing to Purchaser during which time the Vendor shall:
- (a) determine in its sole and unfettered discretion if such claim, potential claim or interest is capable of being satisfied or whether appropriate releases can be obtained from all interested parties to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date free and clear of any such claim, potential claim or interest;
 - (b) enter into arrangements which enable the Vendor to complete the sale of the Property in accordance with Section 8.03(a), for which purpose it may extend the Closing Date up to (but no more than) three times, for a further thirty (30) days each (for a maximum of ninety (90) days in the aggregate) (collectively, the "**Further Extension Period**"); or
 - (c) within the Initial Extension Period or at any time within the Further Extension Period, have the right to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement.

8.04 INTENTIONALLY DELETED.

- 8.05** If at any time prior to Closing, the Vendor receives notification or otherwise becomes aware of any requirements imposed by an Authority, including without limitation any additional Heritage Requirements, not otherwise contemplated in this Section 8 and with which the Vendor must comply as a condition of completing the Transaction, then the Vendor may at its option and in its sole and unfettered discretion extend the Closing Date up to three (3) times for a period of thirty (30) days each time (maximum ninety (90) days) by notice in writing to Purchaser during which time the Vendor shall:
- (a) determine in its sole and unfettered discretion if such requirement can be satisfied so as to enable the Vendor to complete the sale of the Property to the Purchaser by the Closing Date; or
 - (b) have the right, with or without a determination pursuant to subsection (a) above, to terminate this Agreement by written notice to the Purchaser in which case the Agreement shall be null and void and of no further force and effect and the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser and neither party shall be further liable to the other pursuant to this Agreement other than the Purchaser's obligations pursuant to Section 5.03 of this Agreement

SECTION 9 RISK

- 9.01** Until completion of this Agreement on the Closing Date, the Property shall be and remain at the risk of the Vendor, except as otherwise provided in Section 5. The Purchaser acknowledges that the Vendor, in respect of damage to the Property, is self-insured. In the event of damage to the Property on or before the Closing Date (other than damage occasioned during or resulting from the Purchaser's and/or its agents, consultants or representatives entries and/or activities on or to the Property, in which event Section 5.03 shall govern), the Vendor may elect (i) to repair the Property to the same state and condition as it was in at the time this Agreement was entered into

in which event the Purchaser will complete the Transaction without an abatement in the Purchase Price; or (ii) to reduce the Purchase Price by an amount equal to the cost required to complete the repair as estimated by an independent qualified architect or engineer retained by the Vendor acting reasonably and at arm's length in which event the Purchaser will complete the Transaction and accept a price reduction equal to such cost, or (iii) to terminate this Agreement in which case the Deposit shall, subject to Section 5.03, be immediately returned to the Purchaser, with interest and without deduction, and neither party shall, subject to Section 5.03, have any further rights or obligations hereunder.

- 9.02** From and including the Closing Date, the Property shall be entirely at the risk of the Purchaser and the Purchaser shall accept and assume any and all responsibilities and liabilities arising out of or in any way connected with the Property whether they arose before, on or after the Closing Date and, without being limited by the foregoing, any state, nature, quality or condition in, on, under or near the Property existing as of the Closing Date, whenever and however arising, whether known or unknown and whether environmental or otherwise, and whether such responsibilities and liabilities are imposed by law, equity or any governing Authority.

SECTION 10 VENDOR'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 10.01** The Vendor warrants and represents to the Purchaser that the Vendor is not a non-resident of Canada within the meaning and intended purpose of Section 116 of the *Income Tax Act*, R.S.C. 1985, c.1 (5th Supp.).
- 10.02** Any information provided by the Vendor or its agents, including the Property Documents, and any comments made by the Vendor, its employees, officers, directors, appointees, agents or consultants are for the assistance of the Purchaser in allowing it to make its own inquiries. The Vendor makes no representations or warranties as to, and takes no responsibility for, the accuracy or completeness of the Property Documents or any other information it has provided to the Purchaser.

SECTION 11 PURCHASER'S WARRANTIES, REPRESENTATIONS AND COVENANTS

- 11.01** The Purchaser warrants and represents to the Vendor that the Purchaser does not have a conflict of interest with the Vendor or OILC or with any of their respective directors, officers, appointees, employees or agents. The Purchaser agrees to provide a Statutory Declaration in the form attached hereto as Schedule F at the time of execution by the Purchaser of this Agreement. The Purchaser acknowledges that in the event that the information upon which the Statutory Declaration was provided has changed, the Purchaser shall inform the Vendor of such change up to and including the Closing Date.
- 11.02** The Vendor shall deliver and the Purchaser shall accept vacant possession of the Lands on the Closing Date in an As Is Where Is condition, subject to: (i) the rights of tenants and licensees as set out in the Tenancy Agreements, if any; (ii) the Permitted Encumbrances; and (iii) the Lease, if any.
- 11.03** As of the Closing Date, the Purchaser shall assume and be responsible as owner for the management and administration of the Property and the Vendor shall have no further responsibility whatsoever therefor.
- 11.04** Without limiting the generality of the foregoing, the Purchaser shall comply with the terms of the Permitted Encumbrances, any agreement entered into by the Vendor with any Authority relating to the Property, all other agreements relating to public utilities and municipal services, the Land Use Regulations, all relevant municipal by-laws and all registered restrictions. The Purchaser further agrees and acknowledges that it shall be bound by any contractual obligations which the Vendor may have entered into concerning the Property prior to the Closing Date.
- 11.05** On the Closing Date, the Purchaser will execute and deliver an Assignment, Assumption and Indemnity in the Vendor's standard form accepting, assuming and indemnifying the Vendor with respect to all such matters referred to in this Section 11.

SECTION 12 SEVERANCE

- 12.01** The Purchaser acknowledges that although the Vendor is entitled to invoke “Crown Right” to sever property (i.e. the ability of the Crown to divide land referenced under the subdivision control provisions of the *Planning Act*), the Vendor has elected to only invoke Crown Right (a) when it disposes of land to entities that include government or government related agencies; (b) when it acquires land for government or government related agencies, or (c) where requested to do so by the Municipality in which the Lands are located (a “Crown Right Request”).
- 12.02** Evidence of a Crown Right Request, if applicable in connection with the Transaction, shall be in the form of a letter from the Municipality’s Planning and Building Department, or other representative of the Municipality acceptable to the Vendor, requesting the Vendor to exercise its Crown Right in connection with the disposition of the Lands.
- 12.03** Notwithstanding the foregoing, if after preliminary discussions with the Municipality, the Vendor is of the opinion that it will not be requested to use its Crown Right and if the Vendor does not proceed pursuant to the provisions of Section 12.04, the Vendor shall have the right, in its sole, unfettered and subjective discretion, to terminate this Agreement by written notice to the Purchaser given on or before the Closing Date in which event the Deposit plus any interest accrued thereon shall, subject to Section 5.03, be returned to the Purchaser, and neither party shall have any further obligation to the other respecting this Agreement.
- 12.04** If the Vendor does not terminate this Agreement in accordance with the provisions of Section 12.03, then the Vendor shall proceed with diligence with an application for consent to convey the Lands to the Purchaser pursuant the subdivision control provisions of the Planning Act, R.S.O. 1990, c. p.13 (a “**Consent**”) at the sole cost and expense of the Purchaser, which cost shall include all application fees, legal fees and disbursements, and all costs and expenses in connection with satisfying and/or complying with any conditions imposed as a condition of Consent (the “**Conditions**”). If so requested by the Vendor, the Purchaser shall cooperate with the Vendor in the application for Consent by attending at any hearings and making submissions, and/or executing any documents required as a condition of obtaining such Consent.
- 12.05** If a Consent by the appropriate body is not given or, if Consent is given but Conditions are attached which the Vendor in its sole, unfettered and subjective discretion is not prepared to satisfy or, if Consent is given but is appealed and the Vendor is not prepared in its sole, unfettered and subjective discretion to defend such appeal, then the Vendor shall have the right in its sole, unfettered and subjective discretion to terminate this Agreement by written notice to the Purchaser given on or before the Closing Date, and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.
- 12.06** If the Lands abut other lands owned by the Vendor and a Consent is obtained then in the absence of delivery of notice of termination by the Vendor as described in Section 12.05, this Agreement shall be completed on the later of:
- (i) the Closing Date;
 - (ii) five (5) days after notice is given to the Purchaser that the Consent is final and binding, if no Conditions have been imposed; or
 - (iii) five (5) days after notice is given to the Purchaser that the Conditions have been satisfied, if Conditions have been imposed.
- 12.07** Notwithstanding the foregoing, this Agreement may be terminated by the Vendor if the Consent is not final and binding or if any Conditions which have been imposed have not been satisfied within one hundred and eighty (180) days after the Date of Acceptance of this Agreement by the Vendor (the “**Initial Period**”). If the Consent is not final and binding or if any Conditions imposed have not been satisfied by such date, the Vendor may, at any time up to ten (10) days following the expiration of the Initial Period and/or each extension thereof, as the case may be, extend the time on one or more occasions to obtain the Consent in final and binding form or to satisfy any Conditions imposed, as the case may be, for further periods of time chosen by the Vendor upon notice to the Purchaser provided that the total number of days of extension do not exceed three hundred and sixty-five (365) days after the Date of Acceptance (the “**Extended**

Period”). If the Consent is not final and binding or if all Conditions have not been satisfied by the expiration of the Extended Period, this Agreement shall automatically be terminated, the Deposit plus any interest accrued thereon shall be returned to the Purchaser, and neither party shall have any further obligation to the other respecting this Agreement other than the Purchaser’s obligations pursuant to Section 5.03 of this Agreement.

12.08 Evidence of Consent shall be in the form of:

- (a) a final unconditional Consent of the Committee of Adjustment or Land Division Committee for the Municipality authorizing the Consent, which is not subject to further appeal; or
- (b) a final Order of the Ontario Municipal Board (if necessary or sought) confirming approval of the Consent, if one has been obtained, which is not subject to further appeal.

SECTION 13 REFERENCE PLAN

13.01 INTENTIONALLY DELETED.

SECTION 14 TITLE

14.01 The Purchaser shall have until the day which is ten (10) Business Days before the Closing Date (the “Requisition Date”) to investigate title to the Property at the Purchaser's expense. The Purchaser agrees not to call for the production of any title deed, abstract, survey or other evidence of title to the Lands except such as are in the possession of the Vendor.

14.02 On the Closing Date, the Purchaser shall accept title to the Property in an As Is Where Is condition subject to the following:

- (a) the Land Use Regulations;
- (b) the Tenancy Agreements, if any;
- (c) the Lease, if any; and
- (d) the Permitted Encumbrances.

The Purchaser agrees to satisfy itself with respect to compliance with all such agreements, easements, restrictions or covenants, encumbrances and regulations referred to herein and agrees that the Vendor shall not be required to provide any evidence of compliance with same.

14.03 If, prior to the expiry of the Requisition Date, the Purchaser furnishes the Vendor in writing with a valid objection to title which the Vendor is unwilling or unable to remove, remedy and satisfy and which the Purchaser will not waive, this Agreement shall be terminated notwithstanding any intermediate acts or negotiations with respect to such objection, the Deposit shall, subject to Section 5.03, be returned to the Purchaser with interest and without deduction and the Vendor shall not be liable for any costs or damages suffered by the Purchaser arising out of such termination or otherwise out of this Agreement.

14.04 The Vendor hereby consents to the relevant Municipality releasing to the Purchaser any information in its records in connection with the Property and the Vendor agrees to execute and deliver such necessary authorizations as the Purchaser may reasonably require in this regard but any such authorization shall specifically prohibit the right of or a request for an inspection of the Property by the Municipality or any other Authority.

SECTION 15 NO ASSIGNMENT

- 15.01** The Purchaser shall not assign or register this Agreement, or any assignment of this Agreement, or any part of either, or register a caution in relation thereto, or direct title to the Property, without, in each instance, obtaining the prior written consent of the Vendor, which consent may be arbitrarily and unreasonably withheld. Notwithstanding the foregoing, the Purchaser may, upon prior written notice to the Vendor, assign this Agreement to an Affiliate of the Purchaser as that term is defined in the Business Corporations Act, R.S.O. 1990, c. B.16 but the Purchaser shall not be relieved of any of its liabilities or obligations hereunder in the event of any such assignment to an Affiliate.
- 15.02** If the Vendor consents to an assignment of this Agreement to a third party including an Affiliate (the “Assignee”), the Purchaser shall cause the Assignee and the Purchaser, to covenant in writing in favour of the Vendor to be jointly and severally bound by and to jointly and severally perform their respective obligations of this Agreement. The Purchaser shall not be released from its liabilities and obligations hereunder in the event of an assignment to an Assignee.
- 15.03** In the event of any assignment of this Agreement to an Assignee, such Assignee shall provide a similar representation, warranty and Statutory Declaration as required of the Purchaser in Section 11.01.

SECTION 16 PARTICIPATION AGREEMENT

- 16.01** It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arm’s length sale or proposed sale of all or any portion of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the Business Corporations Act, R.S.O. 1990, c.B. 16, at any time within twenty (20) years from the Closing Date, at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes), or (ii) one hundred percent (100%) of any Profit as defined below shall be paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

Furthermore, in the event that the Purchaser does not begin to use and thereafter continue to use the Property for the purpose for which it was purchased during the period of twenty (20) years from the Closing Date; the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to this Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes). For the purposes of this provision, the Purchaser and Vendor acknowledge that the purpose for which the Property is being purchased is public works.

The Purchaser acknowledges that the Vendor may be required to obtain certain approvals to exercise either of the options in this Section 16.01.

“Base Amount” means TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars.

“Profit” means the amount by which the Sale Price exceeds the Base Amount.

“Sale Price” means: The value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm’s length with the Purchaser (or the Purchaser’s heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes) made by the Purchaser to the Property from and after the Closing Date;
- (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.

On the Closing Date, the Purchaser will enter into an agreement with the Vendor, in the form attached hereto as Schedule I (the "Participation Agreement"), to give effect to these provisions, notice of which shall be registered on title. At the request of the Vendor, the Purchaser shall enter into a charge or other form of security, acceptable to the Vendor at its sole, unfettered discretion, to secure payment of the Profit.

SECTION 17 PREPARATION OF TRANSFER/DEED DOCUMENTS AND FEES/COSTS

- 17.01** The Transfer/Deed of the Lands will be prepared by the Vendor, except for the Affidavit of Residence and Value of the Consideration ("**Land Transfer Tax Affidavit**"), which will be prepared by the Purchaser.
- 17.02** The Purchaser shall pay its own legal costs and registration costs. The Purchaser shall be responsible for the payment of Land Transfer Tax and registration fees and any other taxes and fees payable in connection with the registration of the transfer/deed of the Property.

SECTION 18 VENDOR'S LEGAL FEES AND APPRAISAL COSTS

- 18.01** INTENTIONALLY DELETED.
- 18.02** INTENTIONALLY DELETED.

SECTION 19 TENDER

- 19.01** Any tender of money or documents pursuant to this Agreement may be made on the Vendor or the Purchaser or their respective solicitors. Money must be tendered in Canadian funds by bank draft or negotiable cheque certified by a Canadian chartered bank, trust company, credit union or Province of Ontario Savings Office. The Vendor and the Purchaser acknowledge and agree that insofar as the tender of any documents to be electronically registered is concerned, the tender of same will be deemed to be effective and proper when the solicitor for the party tendering has completed all steps required by Teraview in order to complete this Transaction that can be performed or undertaken by the tendering party's solicitor without the cooperation or participation of the other party's solicitor, and specifically when the tendering party's solicitor has electronically "signed" the Transfer/Deed of Land and any other closing document, if any, to be electronically registered for completeness and granted access to the other party's solicitors to same, but without the necessity for the tendering party's solicitor actually releasing such documents to the other party's solicitor for registration.

SECTION 20 ADJUSTMENTS

- 20.01** Adjustments between the Vendor and the Purchaser shall be made on the Closing Date for taxes, local improvement rates, utility costs, rents, legal costs and other matters or items which are ordinarily the subject of adjustment for the purchase and sale of a property similar to the Property. Such adjustments shall be made on the basis that, except as may be otherwise expressly provided for in this Agreement:
- (a) the Vendor shall be responsible for all expenses and liabilities and entitled to all income from the Property up to the Closing Date; and
 - (b) the Purchaser shall be responsible for all expenses and liabilities and entitled to all income from the Property from and including the Closing Date.
- 20.02** Any adjustments that cannot be determined on the Closing Date shall be determined by the parties as soon after the Closing Date as is reasonably possible. Any amounts payable by one party to the other, as determined by the parties, acting reasonably, shall be paid within ten (10) days of the request for such payment. On the Closing Date, the Vendor and the Purchaser shall exchange undertakings to re-adjust the foregoing items, if necessary.
- 20.03** All adjustments to be made under Section 20.01 shall be completed on or before the date which is no later than six (6) months from the Closing Date and no re-adjustment may be made by either party thereafter.

SECTION 21 ELECTRONIC REGISTRATION

- 21.01** Where the Property is in an area where electronic registration is mandatory and the Transaction will be completed by electronic registration pursuant to Part III of the *Land Registration Reform Act*, R.S.O. 1990, c. L.4, and the *Electronic Registration Act*, S.O. 1991, c.44, and any amendments thereto, the Vendor and Purchaser acknowledge and agree that the exchange of closing funds, non-registrable documents and other closing deliverables provided for herein 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(s) receiving any of the closing deliverables will be required to hold same in escrow and not release same except in accordance with the terms of a document registration agreement between the said lawyers, the form of which is as recommended from time to time by the Law Society of Upper Canada (the “**Document Registration Agreement**”).

SECTION 22 CLOSING DELIVERABLES

- 22.01** Subject to the provisions of this Agreement, the Vendor covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Purchaser or the Purchaser’s solicitors on or before the Closing Date, each of the following:
- (a) vacant possession of the Property in an As Is Where Is condition, subject to the rights of others as set out in the Permitted Encumbrances;
 - (b) an Assignment of all Tenancy Agreements, the Lease and the Permitted Encumbrances, as applicable;
 - (c) notice to the tenant(s) or licensee(s) (and the tenant name in the Lease, if any) informing them of the sale of the Property and directing them to pay future rent to the Purchaser;

- (d) an executed Transfer/Deed of Land in registrable form duly executed by the Vendor in favour of the Purchaser (save for any Land Transfer Tax Affidavit);
- (e) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (f) a direction regarding the payment of funds;
- (g) statement of adjustments;
- (h) Document Registration Agreement as set out in Schedule G; and
- (i) such other deeds, conveyances and other documents as the Purchaser or its solicitors may reasonably require in order to implement the intent of this Agreement.

22.02 Subject to the provisions of this Agreement, the Purchaser covenants that it shall execute or cause to be executed and shall deliver or cause to be delivered to the Vendor or the Vendor's Solicitors on or before the Closing Date:

- (a) a certified cheque ,bank draft or confirmation of wire transfer for the balance of the Purchase Price due on the Closing Date;
- (b) a direction as to title, if necessary;
- (c) an undertaking to re-adjust the statement of adjustments, if necessary, upon written demand;
- (d) HST Declaration and Indemnity, as contemplated in Section 4, if applicable;
- (e) an updated Statutory Declaration in the form set out in Schedule F is required in the event that there have been any changes to the information contained in the Statutory Declaration provided to the Vendor prior to the date of execution of this Agreement pursuant to Section 11.01;
- (f) an Acknowledgement and Indemnity with respect to all the matters in Section 11, in the form and substance attached herein as Schedule H;
- (g) Document Registration Agreement in the form attached as Schedule G;
- (h) Assignment and Assumption of Tenancy Agreements, the Lease and the Permitted Encumbrances, as applicable;
- (i) Participation Agreement as set out in Section 16 , if applicable;
- (j) Charge pursuant to Section 16, if applicable;
- (k) an Indemnity in accordance with Section 5.09;
- (l) an Environmental Indemnity regarding Section 5.1 as attached in Schedule "J"; and
- (m) such other deeds, conveyances, resolutions and other documents as the Vendor or its solicitors may reasonably require in order to implement the intent of this Agreement.

SECTION 23 NOTICE

23.01 Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier or electronic facsimile machine (including e-mail) addressed to the Purchaser at

325 Farr Drive
Haileybury, ON P0J 1K0
Attention: Christopher Oslund, City Manager
Telephone: _____
Facsimile: _____

and to the Purchaser’s Solicitors at:

Attention: _____

Telephone: _____

Facsimile: _____

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
Sales, Easements & Acquisitions
1 Dundas Street West
Suite 2000
Toronto, ON M5G 2L6
Attention: Vice President, Sales, Easements & Acquisitions
Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real Estate and Leasing)
777 Bay Street,
Suite 900
Toronto, ON M5G 2C8
Facsimile: 416-326-2854

or at such other addresses as the Vendor and the Purchaser may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or email, or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

**SECTION 24
CONFIDENTIALITY**

- 24.01** The Vendor and Purchaser agree to take all necessary precautions to maintain the confidentiality of the terms and conditions contained herein. The Purchaser acknowledges that this Agreement and any information or documents that are provided to the Vendor may be released pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario) as amended and Open Data may be released pursuant to the Open Data Directive, as amended. This acknowledgment shall not be construed as a waiver of any right to object to the release of this Agreement or of any information or documents.
- 24.02** The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall maintain the confidentiality and security of all materials and information which is the property of the Vendor and in the possession or under the control of the Purchaser pursuant to this Agreement. The Purchaser agrees to ensure that the Purchaser, its partners, directors, officers, employees, agents, sub-contractors, volunteers and its financial institution shall not directly or indirectly disclose or use, either during or following the term of this Agreement, except where required by law, any material or information belonging to the Vendor pursuant to this Agreement, without first obtaining the prior written consent of the Vendor for such disclosure or use and in the event of termination of this Agreement, the Purchaser will be responsible for returning all such documentation and information to the Vendor without making copies.

**SECTION 25
GENERAL**

- 25.01** Time shall in all respects be of the essence of this Agreement, provided that the time for doing or completing any matter provided for in this Agreement may be extended or abridged by an agreement in writing, signed by the Vendor and the Purchaser or by an agreement between their respective solicitors who are hereby expressly authorized in this regard. If anything in this Agreement is to be done on a day which is not a Business Day, the same shall be done on the next succeeding Business Day.
- 25.02** This Agreement shall be binding upon, and enure to the benefit of, the Vendor and the Purchaser and their respective successors and permitted assigns. The Vendor and the Purchaser acknowledge and agree that the representations, covenants, agreements, rights and obligations of the Vendor and the Purchaser under this Agreement shall not merge on the completion of this Transaction, but shall survive completion and remain in full force and effect and be binding upon the parties, save and except as may be otherwise expressly provided for in this Agreement.
- 25.03** Whenever the singular is used in this Agreement, it shall mean and include the plural and whenever the masculine gender is used in this Agreement it shall mean and include the feminine gender if the context so requires.
- 25.04** This Agreement constitutes the entire agreement between the parties and there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Property, except as specifically set forth in this Agreement. This Agreement may not be modified or amended except by an instrument in writing signed by the parties hereto.
- 25.05** This Agreement and the rights and obligations of the Vendor and the Purchaser shall be determined in accordance with the laws of the Province of Ontario.
- 25.06** Wherever this Agreement makes reference to a requirement for the consent or approval of the Vendor, such consent must be prior written consent and may be arbitrarily and unreasonably withheld in the sole and absolute discretion of the Vendor.
- 25.07** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether or not similar) nor shall any waiver constitute a continuing waiver unless otherwise expressed or provided.
- 25.08** If any provision of this Agreement or part thereof or the application thereof to any person or circumstance, to any extent, shall be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or part thereof to any person, party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby. Each covenant, obligation and agreement in this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
- 25.09** Each of the parties hereto shall from time to time hereafter and upon any reasonable request of the other and in such form as may be satisfactory to both parties hereunder, execute and deliver, make or cause to be made all such further acts, deeds, assurances and things as may be required or necessary to more effectually implement and carry out the true intent and meaning of this Agreement.

**SECTION 26
IRREVOCABLE PERIOD**

- 26.01** Signature of this Agreement by the Purchaser and the submission thereof to the Vendor constitutes an offer under seal, which is irrevocable for thirty (30) days from the date it is submitted to the Vendor and open for acceptance by the Vendor during said thirty (30) day period, subject to an extension for a further period up to thirty (30) days at the sole discretion of the Vendor. This offer, once accepted on the Date of Acceptance, constitutes a binding contract of purchase and sale. This offer may be made and accepted by facsimile transmission, including facsimile signature provided that the original hard copy, with original signatures is received by both parties within seven (7) days of the facsimile acceptance. The Purchaser, in submitting this offer, acknowledges that there has been no promise or representation or assurance given to the

Purchaser that any of the terms and conditions in this offer are or will be acceptable to the Vendor.

[no further text on this page]

OFFERED BY the Purchaser this _____ day of _____, 201____.

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

By: _____
Name:
Title:

By: _____
Name:
Title:

I/We have authority to bind the
Corporation

ACCEPTED BY the Vendor this _____ day of _____, 201__.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO
as represented by
THE MINISTER OF INFRASTRUCTURE
as represented by
ONTARIO INFRASTRUCTURE AND
LANDS CORPORATION**

By: _____
Name:
Title:

By: _____
Name:
Title:

Authorizing Signing Officer

SCHEDULE A
LEGAL DESCRIPTION OF LANDS

Part of PIN 61340-0253 (LT), Parcel 3312, Section South Section Temiskaming, Part of Lot 8,
Concession 2, Township of Dymond, designated as Part 16, Plan 54R-6007, City of Temiskaming Shores,
District of Timiskaming

SCHEDULE B
PERMITTED ENCUMBRANCES

- (a) General Encumbrances:
- (i) the Tenancy Agreements, if any, (for greater certainty including expired leases registered against title to the Property) and any notices of such leases registered on title to the Property, including all easements, rights of way, restrictions, restrictive covenants, servitudes and other similar rights in land contained in the leases, which exist as of the Closing Date and any leasehold mortgages or security interests relating to tenants or the tenants' interest in respect thereof and which do not encumber the interest of the landlord thereunder;
 - (ii) liens for real property taxes (which term includes charges, rates and assessments) or charges for electricity, power, gas, water and other services and utilities in connection with the Property or for construction in connection with the Property for amounts the payment of which is not yet due or delinquent;
 - (iii) any easements, rights of way, restrictions, building schemes, licences, restrictive covenants and servitudes, rights of access or use, airport zoning regulations and other similar rights in land (including, without limitation, rights of way and servitudes for sewers, drains, gas and water mains, electrical power, telephone and cable conduits, poles, wires or cables) granted to, reserved or taken by any person which do not, in the aggregate, materially and adversely impair the use or marketability of any of the Property for the purposes for which it is presently held, and any rights reserved or vested in any Authority or public or private utility by the terms of any lease, licence, franchise, grant, agreement or permit, subdivision, development, servicing, encroachment, site plan, parking or other similar agreement with any Authority or public or private utility;
 - (iv) title defects or irregularities which do not, in the aggregate, materially and adversely impair the use of the Property for the purpose for which it is presently held;
 - (v) any cost sharing, common use, reciprocal or other similar agreements relating to the use and/or operation of the Property and/or adjoining properties and all security given by the parties thereto to each other to secure their respective obligations thereunder;
 - (vi) any subsisting reservations, limitations, provisos, conditions or exceptions, including royalties, contained in the original grant of the Property from the Crown;
 - (vii) any rights of expropriation, access or use, or any other right conferred or reserved by or in any statute of Canada or the Province of Ontario;
 - (viii) the provisions of all applicable laws including by-laws, regulations, ordinances, land use contracts, development agreements and similar instruments relating (without limitation) to development, use and zoning;
 - (ix) encroachments by any improvements on the Property over adjoining lands and easements or rights of way and/or any improvements on adjoining lands encroaching on the Property which do not materially and adversely affect the present use of the Property;
 - (x) any claim for lien which although registered, or of which notice has been given, relates solely to work done by or on behalf of a tenant under a Tenancy Agreement, so long as the Vendor has not assumed payment of such work;
 - (xi) all registered and unregistered agreements, easements, rights, covenants and/or restrictions in favour of municipalities, publicly or privately regulated utilities or adjoining owners, or that otherwise run with the Lands; and
 - (xii) any encroachments that are shown on existing surveys or as may be revealed by an up-to-date survey

(b) Specific Encumbrances:

All instruments registered on title to the Property as of the Closing Date of this Agreement.

**SCHEDULE C
CHATELS**

N/A

**SCHEDULE D
LEASE**

N/A

SCHEDULE E
PROPERTY DOCUMENTS

1. Stage 1-2 Archeological Assessment, prepared by Stantec Consulting Ltd., dated August 15, 2017;
2. Stage 1-2 Archeological Assessment Supplementary Documentation, prepared by Stantec Consulting Ltd., dated August 15, 2017;
3. Phase I Environmental Site Assessment, prepared by Cole Engineering Group Ltd., dated September 27, 2016;
4. Plan 54R-6007; and
5. Plan 54R-6008.

**SCHEDULE F
STATUTORY DECLARATION**

Canada)	IN THE MATTER OF THE TITLE TO <>
)	
Province of Ontario)	
)	
)	AND IN THE MATTER OF A SALE THEREOF from HER
)	MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
)	REPRESENTED BY THE MINISTER OF
)	INFRASTRUCTURE (the "Vendor") to <> (the
)	"Purchaser")
)	
TO WIT:)	
)	
)	
)	

I, _____, of the _____, in the Province of Ontario,

DO SOLEMNLY DECLARE, that:

1. I am the _____ {title} of the Purchaser and as such have knowledge of the matters hereinafter declared.

2. The Purchaser and ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC") are arm's length parties and the Purchaser has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arm's length parties.

3. The Purchaser and the Vendor are arms length parties and the Purchaser has received no special knowledge nor special consideration in entering into the above Agreement of Purchase and Sale, which would lead to the presumption that the parties are not arms length parties.

4. There are no outstanding legal disputes or actions between the Vendor and Purchaser.

5. The Purchaser is not in conflict with OILC (or any of its employees) with respect to the above transaction.

6. The Purchaser is not in conflict with the Vendor (or any of its employees) with respect to the above transaction.

AND I make this solemn Declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath and by virtue of the *Canada Evidence Act*.

DECLARED by the above-named)	
Declarant, before me at the _____ of)	
_____, this)	
day of _____, 201____.)	_____
)	
)	
A Commissioner, etc.)	

**SCHEDULE G
DOCUMENT REGISTRATION AGREEMENT**

DOCUMENT REGISTRATION AGREEMENT

BETWEEN:

<>
(hereinafter referred to as the “**Vendor’s Solicitor**”)

AND:

<>
(hereinafter referred to as the “**Purchaser’s Solicitor**”)

RE: Her Majesty the Queen in right of Ontario as represented by the Minister of Infrastructure (the “**Vendor**”) sale to <> (the “**Purchaser**”) of the property legally described as <>, City of <>, being the whole of PIN <>(LT) (the “**Property**”) pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, dated <> and accepted <> (the “**Purchase Agreement**”), Scheduled to be completed on <> (the “**Closing Date**”)

FOR GOOD AND VALUABLE CONSIDERATION (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby undertake and agree as follows:

Holding Deliveries
In Escrow

1. The Vendor’s Solicitor and the Purchaser’s Solicitor shall hold all funds, keys and closing documentation exchanged between them (the “Requisite Deliveries”) in escrow, and *shall* not release or otherwise deal with same except in accordance with the terms of this Agreement. Both the Vendor’s Solicitor and the Purchaser’s Solicitor have been authorized by their respective clients to enter into this Agreement. Once the Requisite Deliveries can be released in accordance with the terms of this Agreement, any monies representing payout funds for mortgages to be discharged shall be forwarded promptly to the appropriate mortgage lender.¹

Advising of
Concerns with
Deliveries

2. Each of the parties hereto shall notify the other as soon as reasonably possible following their respective receipt of the Requisite Deliveries (as applicable) of any defect(s) with respect to same.

Selecting Solicitor
Responsible for
Registration

3. The Purchaser’s Solicitor shall be responsible for the registration of the Electronic Documents (as hereinafter defined) unless the box set out below indicating that the Vendor’s Solicitor will be responsible for such registration has been checked. For the purposes of this Agreement, the solicitor responsible for such registration shall be referred to as the “Registering Solicitor” and the other solicitor shall be referred to as the “Non-Registering Solicitor”:

Vendor’s Solicitor will be registering the Electronic

Responsibility of
Non-Registering
Solicitor

4. The Non-Registering Solicitor shall, upon his/her receipt and approval of the Requisite Deliveries (as applicable), electronically release for registration the Electronic Documents and shall thereafter be entitled to release the Requisite Deliveries from escrow forthwith following the earlier of:

- a) the registration of the Electronic Documents;
- b) the closing time specified in the Purchase Agreement unless a specific time has been inserted as follows[_____ a.m./p.m. on the Closing Date] (the “**Release Deadline**”), and provided that notice under paragraph 7 below has not been received; or
- c) receipt of notification from the Registering Solicitor of the registration of the Electronic Documents.

If the Purchase Agreement does not specify a closing time and a Release Deadline has not been specifically inserted the Release Deadline shall be 6.00 p.m. on the Closing Date.

¹Solicitors should continue to refer to the Law Society of Upper Canada practice guidelines relating to recommended procedures to follow for the discharge of mortgages.

Responsibility of Registering Solicitor

5. The Registering Solicitor shall, subject to paragraph 7 below, on the Closing Date, following his/her receipt and approval of the Requisite Deliveries (as applicable), register the documents listed in Schedule "A" annexed hereto (referred to in this agreement as the "Electronic Documents") in the stated order of priority therein set out, as soon as reasonably possible once same have been released for registration by the Non- Registering Solicitor, and immediately thereafter notify the Non-Registering Solicitor of the registration particulars thereof by telephone or telefax (or other method as agreed between the parties).

Release of Requisite Deliveries by Non-Registering Solicitor

6 Upon registration of the Electronic Documents and notification of the Non-Registering solicitor in accordance with paragraph 5 above, the Non- Registering Solicitor shall be entitled to forthwith release the Requisite Deliveries from escrow.

Returning Deliveries where Non-registration

7. Any of the parties hereto may notify the other party that he/she does not wish to proceed with the registration² of the Electronic Documents, and provided that such notice is received by the other party before the release of the Requisite Deliveries pursuant to this Agreement and before the registration of the Electronic Documents, then each of the parties hereto shall forthwith return to the other party their respective Requisite Deliveries.

Counterparts & Gender

8. This agreement may be signed in counterparts, and shall be read with all changes of gender and/or number as may be required by the context.

Purchase Agreement Prevails if Conflict or Inconsistency

9. Nothing contained in this agreement shall be read or construed as altering the respective rights and obligations of the Purchaser and the Vendor as more particularly set out in the Purchase Agreement, and in the event of any conflict or inconsistency between the provisions of this agreement and the Purchase Agreement, then the latter shall prevail.

Telefaxing Deliveries & Providing Originals if Requested

10. This agreement (or any counterpart hereof), and any of the closing documents hereinbefore contemplated, may be exchanged by telefax or similar system reproducing the original, provided that all such documents have been properly executed by the appropriate parties. The party transmitting any such document(s) shall also provide the original executed version(s) of same to the recipient within 2 business days after the Closing Date, unless the recipient has indicated that he/she does not require such original copies.

Dated this _____ day of <>, 201 .

Dated this _____ day of <>, 201

Name/Firm Name of Vendor's Solicitor

Name/Firm Name of Purchaser's Solicitor

<>

<>

(Signature)

(Signature)

Note: This version of the Document Registration Agreement was adopted by the Joint LSUC-CBAO Committee on Electronic Registration of Title Documents on March 29, 2004 and posted to the web site on April 8, 2004.

Schedule "A"

1. Transfer from <> to <>.

² For the purpose of this Agreement, the term "registration" shall mean the issuance of registration number(s) in respect of the Electronic Documents by the appropriate Land Registry Office.

**SCHEDULE I
PARTICIPATION AGREEMENT**

PARTICIPATION AGREEMENT

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS
REPRESENTED BY THE MINISTER OF INFRASTRUCTURE**

(hereinafter called the “**Vendor**”)

- and -

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

(hereinafter called the “**Purchaser**”)

RECITALS:

- A. Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure is the owner in fee simple of the property legally described as Parcel 3312, Section South Section Temiskaming, Part of Lot 8, Concession 2, Township of Dymond, designated as Part 16, Plan 54R-6007, City of Temiskaming Shores, District of Timiskaming, being Part of PIN 61340-0253 (LT) (the “**Property**”).
- B. Ontario Infrastructure and Lands Corporation confirms that it is the designated agent of the Vendor.
- C. The Corporation of the City of Temiskaming Shores proposes to purchase and acquire the Property pursuant to an Agreement of Purchase and Sale between the Vendor and the Purchaser, dated <<Enter Date>> (the “**Sale Agreement**”).

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, the transfer of the Property from the Vendor to Purchaser and other good and valuable consideration, the parties hereto agree as follows:

- 1. It is the express intention of the Vendor and the Purchaser that there shall be no speculation with respect to all or any portion of the Property. In the event of a bona fide arms length sale or proposed sale of all or any portion of the Property by the Purchaser or any affiliated company of the Purchaser as that term is defined in the *Business Corporations Act*, R.S.O. 1990, c.B. 16, at any time within twenty (20) years from the Closing Date, at the option of the Vendor, either (i) the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to the Sale Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes), or (ii) one hundred percent (100%) of any Profit as defined below shall be paid to the Vendor and the amount of such Profit shall be a charge on the Property in favour of the Vendor until paid.

Furthermore, in the event that the Purchaser does not begin to use and thereafter continue to use the Property for the purpose for which it was purchased during the period of twenty (20) years from the Closing Date, the Vendor shall have the right to repurchase the Property at the same price paid by the Purchaser to the Vendor pursuant to the Sale Agreement, plus the cumulative total of any and all capital improvements made by the Purchaser to the Property from and after the Closing Date (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes). For the purposes of this provision, the Purchaser and Vendor acknowledge that the purpose for which the Property is being purchased is public works.

The Purchaser acknowledges that the Vendor may be required to obtain certain approvals to exercise any of the options in this Section 1.

2. For the purposes of this Agreement:

“**Base Amount**” means TWO THOUSAND FIVE HUNDRED (\$2,500.00) Dollars.

“**Closing Date**” means the date upon which the Property is transferred by the Vendor to the Purchaser pursuant to the Sale Agreement, being <<Enter Closing Date>>.

“**Profit**” means the amount by which the Sale Price exceeds the Base Amount.

“**Sale Price**” means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the Property by a bona fide purchaser dealing at arm's length with the Purchaser (or the Purchaser's heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by the Purchaser and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the purchaser or taken back as part of the consideration for such sale transaction, less the aggregate of the following:

- (a) the cumulative total of any and all capital improvements to the Property (as determined in accordance with generally accepted accounting principles and to account for the depreciation of the capital improvements and any diminution in value due to damage, faulty workmanship, construction defects or other causes) made by the Purchaser to the Property from and after the Closing Date;
- (b) any real estate commission payable by the Purchaser in disposing of the Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and
- (c) reasonable legal and accounting fees payable by the Purchaser in disposing of the Property.

3. On the Closing Date, the Purchaser shall register Notice of this Agreement (attaching a copy of this Agreement) on title to the Property immediately following the transfer of the Property to the Purchaser, or in the priority specifically consented to by the Vendor, in writing.

4. Any notice under this Agreement is sufficiently given if delivered personally or if sent by ordinary prepaid mail or prepaid courier, electronic facsimile machine or similar electronic means (including e-mail) addressed to the Purchaser at:

The Corporation of the City of Temiskaming Shores
 325 Farr Drive
 Haileybury, ON P0J 1K0
 Attention: Christopher Oslund, City Manager
 Telephone: _____
 Facsimile: _____

and to the Purchaser's solicitor at:

Attention: _____

Telephone: _____

Facsimile: _____

and to the Vendor at:

c/o Ontario Infrastructure and Lands Corporation
 Sales, Easements and Acquisitions
 1 Dundas Street West, Suite 2000
 Toronto, ON M5G 2L6

Attention: Vice President, Sales, Easements
and Acquisitions

Facsimile: 416-327-3942

And:

Attention: Director, Legal Services (Real
Estate and Leasing)

777 Bay Street, Suite 900
Toronto, ON M5G 2C8

Facsimile: 416-326-2854

or at such other addresses as the parties may designate from time to time. Any such notice shall be conclusively deemed to have been given and received upon the same day if personally delivered or sent by facsimile or similar electronic means (including e-mail), or, if mailed, three (3) Business Days after the same is mailed. Any party may, at any time by notice given in writing to the other party, change the address for service of notice on it.

5. This Agreement may be executed and delivered in counterparts and any such counterpart may be delivered in its original form or by facsimile transmission and each of which when so executed and delivered shall be deemed to be an original and such counterparts together shall constitute one and the same Agreement.
6. This Agreement shall be binding upon, and enure to the benefit of the Purchaser and the Vendor and their respective successors and permitted assigns.

DATED the _____, day of _____, 20_____.

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

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Corporation.

[signatures continue on following page]

DATED the _____, day of _____, 20_____.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
AS REPRESENTED BY THE MINISTER OF
INFRASTRUCTURE AS REPRESENTED BY ONTARIO
INFRASTRUCTURE AND LANDS CORPORATION**

Per: _____

Name:

Title:

I have the authority to bind the Corporation.

SCHEDULE J
PURCHASER'S ENVIRONMENTAL INDEMNITY AND COVENANT NOT TO SUE

TO: Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (the "**Vendor**")

AND TO: <<Purchaser's Solicitor Name and/or Law Firm Name>>, its solicitors

RE: <<Purchaser(s) Name>> (the "**Purchaser**") purchase from the Vendor of the property legally described as Part of Lot 15, Concession 4 Medonte as in RO197255, except Part 4, RO215010 and Part 3, RO277260; subject to RO192849 and RO324302; Oro-Medonte, being all of PIN 58525-0070 (LT) (the "**Property**") pursuant to an Agreement of Purchase and Sale between the Purchaser, as purchaser, and the Vendor, as vendor, accepted <<Date IO Accepted Offer>>, as may be amended from time to time (the "**Purchase Agreement**")

In consideration the closing of the Transaction, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged:

1. The Purchaser agrees to accept, assume and take title the Property and any improvement thereon in an "As Is Where Is" condition in accordance with Section 5 of the Purchase Agreement.
2. The Purchaser acknowledges and agrees to be responsible for, and hereby agrees to indemnify, defend and save harmless the Vendor and its employees, directors, officers, appointees and agents from, any and all costs (including legal, consultant and witness costs and fees), claims, demands, actions, prosecutions, administrative hearings, fines, losses, damages, penalties, judgments, awards (including awards of costs) and liabilities (including sums paid in settlement of claims), that may arise as a result of the condition of the Property, the presence of Hazardous Substances or Contaminants in, on or under the Lands, the Buildings or any structure or paved surface, or in any environmental medium (including, but not limited to, the soil, groundwater, or soil vapour on or under, or emanating from the Property), any order issued by any Authority in connection with the condition of the Property, or any loss, damage, or injury caused either directly or indirectly as a result of the condition of the Property including, without limitation, non-compliance with Environmental Law or the existence of any Hazardous Substance or Contaminant. Without limiting the generality of the foregoing, this indemnification shall specifically cover costs incurred, from and after the Closing Date, in connection with any claim for personal injury and/or death, property damage, investigation of site conditions and/or any clean-up, remedial, removal, monitoring or restoration work required by any federal, provincial, or local government agency or political subdivision because of the presence of Hazardous Substances, in, on or under the Lands, the Buildings or any environmental medium, structure or paved surface or emanating therefrom.
3. The Purchaser covenants and agrees that, effective as of the Closing Date, the Purchaser forever releases and covenants not to sue the Vendor and its employees, directors, officers, appointees and agents with respect to anything arising out of the environmental or any other condition of the Property or the presence of Hazardous Substances or Contaminants in, on, under, or emanating from or onto the Property, regardless of whether such environmental conditions or the presence of Hazardous Substances or Contaminants is known or unknown by the Purchaser and regardless of whether such condition is set forth in the Property Documents, the Purchaser's Reports or any other report, document or information discovered during the course of the Purchaser's due diligence or otherwise. The foregoing release and covenant not to sue shall apply to all claims at law or in equity, including, but not limited to, claims or causes of action for personal injury or death, property damage, statutory claims under Environmental Laws and claims for contribution.
4. This Indemnity shall not merge but shall survive the Date of Closing and shall be continuing obligation of the Purchaser.
5. Unless otherwise defined herein, all capitalized terms used herein have the meaning ascribed to them in the Purchase Agreement.

6. The provisions of this Purchaser's Environmental Indemnity and Covenant Not to Sue shall enure to the benefit of the Vendor and its successors and assigns and shall be binding upon the Purchaser and its successors and permitted assigns.

DATED as of the _____ day of <<Month>>, <<Year>>.

NOTE: SIGNATURE BLOCK FOR CORPORATION – REMOVE THIS NOTE OR DELETE CELL IF SALE IS WITH INDIVIDUAL(S)

<<PURCHASER(S) NAME>>

Per: _____

Name: <<Individual Signing Documents for Corporation>>
Title: <<Title>>

Per: _____

Name: <<Individual Signing Documents for Corporation, if there is a second person>>
Title: <<Title>>

I/We have the authority to bind the Corporation.

NOTE: SIGNATURE BLOCK FOR INDIVIDUAL(S) – REMOVE THIS NOTE OR DELETE CELL IF SALE IS WITH A CORPORATION

Witness:

Name: <<Enter Witness Name>>

Name: <<Purchaser's Name>>

Witness:

Name: <<Enter Witness Name>>

Name: <<Purchaser's Name>>

SCHEDULE "K"

CLASS EA – ENVIRONMENTALLY SIGNIFICANT AREAS, DISTINCTIVE ENVIRONMENTAL FEATURES and MITIGATION MEASURES

N/A

The Corporation of the City of Temiskaming Shores

By-law No. 2018-021

Being a by-law to amend By-law No. 2015-170 being a by-law to enter into a Funding Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Health and Long-Term Care to support Healthy Kids Community Challenge – File No. HLTC5047FL-2014-23

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 entered into a Funding Agreement with the Minister of Health and Long-Term Care to support Healthy Kids Community Challenge through By-law No. 2015-170 on August 4, 2015;

And whereas Council considered Memo No. 001-2018-RS at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-170 being an agreement with the Minister of Health and Long-Term Care for funding of the Healthy Kids Community Challenge program to extend the program for six (6) months to the end of September 2018 in the amount of \$62,500 for consideration at the February 6, 2018 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. 2015-170, as amended be hereby further amended by Amending Agreement No. 1, 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Amending Agreement No. 1, effective as of April 1, 2018

Between:

**Her Majesty the Queen
in right of Ontario
as represented by
the Minister of Health and Long-Term Care**

(the “**Ministry**”)

- and -

City of Temiskaming Shores

(the “**Recipient**”)

WHEREAS the Ministry and the Recipient entered into an agreement effective as of the 1st day of April, 2015 (the “**Agreement**”); and

WHEREAS the Parties wish to amend the Agreement;

NOW THEREFORE IN CONSIDERATION of the mutual covenants and agreements contained in this Amending Agreement No.1, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. This amending agreement (“Amending Agreement No. 1”) shall be effective as of the first date written above.
2. Except for the amendments provided for in this Amending Agreement No. 1, all provisions in the Agreement shall remain in full force and effect.
3. Capitalized terms used but not defined in this Amending Agreement No. 1 have the meanings ascribed to them in the Agreement.
4. The Agreement is amended by deleting the definition of “Funding Year” under Article 1.2 Definitions and replacing it with the following:

“Funding Year” means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31;
- (b) in the case of Funding Years 2 and 3, the period commencing on April 1 and ending on the following March 31; and
- (c) in the case of Funding Year 4, the period commencing on April 1 and ending on the following September 30.

5. The Agreement is amended by deleting the definition of “Maximum Funds” under Article 1.2 Definitions and replacing it with the following:

“Maximum Funds” means \$437,500.

6. The Agreement is amended by deleting Article 3.1 Term and replacing it with the following:

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire on September 30, 2018 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

7. The Agreement is amended by deleting the addresses of the Province and the Recipient under Article 18.1 Notice in Writing and Addressed and replacing them with the following:

To the Province:

Ministry of Health and Long-Term Care
Population and Public Health Division
Healthy Living Policy and Programs
Branch
777 Bay Street, Suite 702, 7th Floor
Toronto, ON M7A 1S5

Attention: Dianne Alexander
Director
Fax: 416-314-5497
Email: Dianne.Alexander@ontario.ca

To the Recipient:

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

Attention: Christopher Oslund
City Manager
Fax: 705-672-3200
Email: coslund@temiskamingshores.ca

8. The Agreement is amended by deleting Schedule "A" (Project Description and Timelines) and substituting Schedule "A-1" (Project Description and Timelines), attached to this Amending Agreement No. 1 as Appendix "A".
9. The Agreement is amended by deleting Schedule "B" (Budget) and substituting Schedule "B-1" (Budget), attached to this Amending Agreement No. 1 as Appendix "B".
10. The Agreement is amended by deleting Schedule "C" (Payments) and substituting Schedule "C-1" (Payments), attached to this Amending Agreement No. 1 as Appendix "C".
11. The Agreement is amended by deleting Schedule "D" (Reports) and substituting Schedule "D-1" (Reports), attached to this Amending Agreement No. 1 as Appendix "D".

The Parties have executed the Amending Agreement No. 1 as of the date last written below.

**Her Majesty the Queen in right of Ontario as represented
by the Minister of Health and Long-Term Care**

Roselle Martino
Assistant Deputy Minister

Date

City of Temiskaming Shores

Name:
Title:

Date

I have the authority to bind the **City of Temiskaming Shores**

Appendix A

SCHEDULE “A-1” PROJECT DESCRIPTION AND TIMELINES

Background

Ontario’s Healthy Kids Community Challenge (The Challenge) is a community-led program where partners from different sectors work together to implement activities to reduce and prevent childhood overweight and obesity. The Challenge is based on the EPODE (Ensemble Prévenons l’Obésité des Enfants – Together Let’s Prevent Childhood Obesity) methodology, which is recognized by the World Health Organization as a best practice in childhood overweight and obesity prevention.

The Recipient, City of Temiskaming Shores, will be asked to implement local activities based on one specific theme related to healthy eating or physical activity every 9 months. The selection of these themes will be based on the latest and best available evidence regarding the risk and protective factors that are known to lead to, or prevent, childhood overweight and obesity.

As a selected community to participate in and support The Challenge, also referred to as the Project, the Recipient will adhere to the following guiding principles:

- Focus on healthy kids, not just healthy weights. Strategies targeting protective factors for healthy weights – including improving nutrition and increasing physical activity – will benefit all children, regardless of weight status.
- Focus on positive health messages and not on programs or messages that could increase bias or stigma around weight.
- Recognize that healthy kids live in healthy families, schools and communities.
- Support health equity through interventions at the population-level and by targeting at-risk populations.

In addition to the Maximum Funds, the Province may also assist the Recipient through the provision of various supports for the Project. These supports include, but are not limited to, communication tools, training and assistance with evaluation. The purpose of these supports is to assist the Recipient and its local partners to plan and deliver community activities as part of The Challenge. The additional supports are within the discretion of the Province and separate from the Funds, which will remain unaffected if the Recipient receives additional supports from the Province related to The Challenge.

Project Goal and Objectives

The Recipient will develop and implement programs, policies and supports through community-led planning and action to contribute to the achievement of the following goal and objectives of The Challenge:

Goal:

- To reduce the prevalence of and prevent childhood overweight and obesity in The Challenge communities.

Objectives:

- To improve the conditions within communities participating in The Challenge by creating supportive environments to enable healthy behaviours in children, and related support behaviours in their parents.
- To contribute to the evidence on the effectiveness of centrally-coordinated, community-based interventions to improve healthy weights and weight related behaviours.
- To increase community capacity to plan, implement and evaluate sustainable health interventions at the community level.
- To improve community collaboration and coordination on promoting healthy childhood weights, through the development and mobilization of multi-sectoral community partnerships.
- To increase the proportion of children reporting recommended levels of specific health behaviours targeted by The Challenge.
- To increase the proportion of parents in The Challenge communities who engage in parental support behaviours and reduce the proportion who perceives barriers to supporting child health behaviours.
- To increase awareness of and participation in The Challenge.

Scope of Project

The Recipient and its local community partners will develop and leverage new and existing programs and policies that will encourage positive behavior change in the areas that are known to be key protective factors for childhood overweight and obesity (healthy eating, physical activity). These policies and programs will also work to remove the barriers to healthy behavior change and create healthy communities and environments (e.g., schools, workplaces, homes and other community settings).

All community-based programs, policies and supports planned and implemented by the Recipient and its local partners will support progress against the government's commitment to reduce rates of childhood obesity and overweight. The Recipient will participate in ongoing data collection for the purposes of Project evaluation and accountability reporting. Examples of potential performance indicators include:

- Health outcomes (clinical metrics such as Body Mass Index);
- Process indicators (reach, partnerships and awareness); and
- Behavioural indicators (physical activity levels and diet and nutrition).

In Funding Year 1 (2015/16), the Recipient and its local community partners will undertake the following activities:

- Recruit, train and hire a Local Project Manager to lead, coordinate and monitor the planning and implementation of all community activities (e.g., local programs and/or policies) that will support the themes of The Challenge.
- Engage, orient and support a local community leader (e.g., Mayor, Councillor) as the Community Champion who will promote local partnerships and raise public awareness of the community initiatives and activities associated with The Challenge.
- Conduct a comprehensive Community Needs Assessment to identify the unique needs, gaps, opportunities, resources and assets of a community, and to support the planning and delivery of The Challenge as related to the aforementioned outcomes.

- Develop the first Theme-Based Action Plan and Project Budget that outlines the programs, policies and supports the community will implement in support of the first theme.
- Implement the first Theme-Based Action Plan, in collaboration with community partners, through the delivery of community-based programs, policies and supports to support the first theme.
- Establish and maintain multi-sectoral partnerships and identify existing community resources to leverage that will support The Challenge and contribute to its successful delivery. Part of this process will involve the establishment of a Local Steering Committee to coordinate the planning, delegation and implementation of various activities by each local partner.
- Attend training sessions provided by the Province on various topics intended to educate and support the Recipient and its partners to deliver The Challenge. Sample topics may include best practices for community mobilization and networking, Project budgeting and reporting, marketing and communications, partnership development, evaluation, and other subjects designed to build the Recipient's capacity.
- Participate in a baseline data collection process to assist with the identification of health outcome, behavioural, and process indicators for healthy, active living as part of a larger evaluation of The Challenge.

In Funding Years 2-4 (April 1, 2016 – September 30, 2018), the Recipient and its community partners will develop subsequent Theme-Based Action Plans based on the new themes announced every 9 months by the Province. The Recipient and its community partners will implement these Action Plans to support the new themes and to address the gaps and/or opportunities identified through the Community Needs Assessment. In addition to the implementation of Action Plan activities, the Recipient will:

- Continue to lead, coordinate and monitor the planning and implementation of all community-based activities that support The Challenge, including the ongoing engagement of a community champion and a wide range of local partners operating in multiple sectors.
- Ensure the ongoing mobilization and engagement of key community partners, and the delegation of Project activities, through the Local Steering Committee.
- Track, monitor and update the gaps, opportunities, and assets previously identified through the Community Needs Assessment process to ensure they remain current and appropriate to support each new theme of The Challenge.
- Maintain active involvement and participation in training sessions delivered by the Province that are designed to build community capacity to support The Challenge.
- Participate in ongoing evaluation activities to assist the Province in collecting key outcome indicators that will measure the success and impact of The Challenge.

Timelines

The Recipient will undertake a Community Needs Assessment in Year 1 and prepare and implement Theme-Based Action Plans (including the cost of activities) every 9 months thereafter for each new theme.

The Province will select and announce the first theme in the Spring of 2015. Pending the Recipient's delivery of a Community Needs Assessment and Theme-Based Action Plan, Schedules will be revised and updated accordingly to reflect the specific programs, policies and supports that will be implemented in support of the first theme. Funding for the implementation of Theme-Based Action Plans is contingent on the successful execution of the previous Theme-Based Action Plans or other required Project activities.

Funding Year:	Timelines:	Activities:
Year 1 (2015-2016)	April 1, 2015 – March 31, 2016	<ul style="list-style-type: none"> • Hire/train Local Project Manager(s). • Establish and build multi-sectoral partnerships. • Undertake a Community Needs Assessment and collect baseline data. • Prepare for implementation by developing the first Theme-Based Action Plan. • Begin implementation of the first Theme-Based Action Plan. • Attend training sessions.
Year 2 (2016-2017)	April 1, 2016- March 31, 2017	<ul style="list-style-type: none"> • Revisit and update the original Community Needs Assessment to ensure the currency and relevancy of community gaps, opportunities, assets, etc. to support the ongoing implementation of The Challenge and its marketing themes. • Approximately every 9 months, the Recipient will submit and implement Theme-Based Action Plans and Budgets outlining specific, local activities (e.g., evidence-based programs, policies and supports) that will support The Challenge and one of its themes related to healthy eating and physical activity.
Year 3 (2017-2018)	April 1, 2017- March 31, 2018	<ul style="list-style-type: none"> • Ongoing collection of qualitative and quantitative data to inform Project evaluation through the tracking and measurement of health outcome, behavioural, and process indicators.
Year 4 (2018-2019)	April 1, 2018- September 30, 2018	<ul style="list-style-type: none"> • Continue to attend training sessions.

Communications and Marketing

1. The Recipient shall:
 - (a) act as media focus for the Project;
 - (b) respond to public inquiries, complaints and concerns with respect to the Project;

- (c) report any potential or foreseeable issues to the Province through the Healthy Living Policy and Programs Branch (“HLPPB”) and the Communications and Marketing Division (“CMD”) of the Ministry of Health and Long-Term Care;
 - (d) notify HLPPB and CMD 5 Business Days prior to issuing any news release and other planned communications relating to news releases and provide materials 5 Business Days prior to release;
 - (e) despite the time frames set out above for news releases and other planned communications relating to news releases, all public announcements and media communications related to urgent and/or emerging Project issues shall require the Recipient to provide HLPPB and CMD with notice of such announcement or communication as soon as possible prior to release;
 - (f) advise HLPPB and CMD prior to embarking on major provider outreach activities, public opinion research and the release of any publications related to the Project;
 - (g) develop advertising creative locally with artwork files (e.g., healthy kids assets, community word mark) and follow the Visual Identity Guidebook supplied by the Province:
 - (i) This advertising creative should not include the Ontario Logo or other Ontario identifier associated with the Visual Identity Directive, September 2006; and
 - (ii) The Province does not have to review and/or approve any advertising creative developed by the Recipient.
 - (h) Ensure that Marketing Communications (e.g., printed or printer-ready items provided by the Province such as posters, brochures, fact sheets) are not to be used in paid media. Paid media is:
 - (i) any item that the Recipient pays to have published in a newspaper or magazine, displayed on a billboard, or broadcast on radio or television;
 - (ii) any printed matter (e.g., householder) that the Recipient wants to pay to have distributed unaddressed to Ontario households by any method of bulk delivery; and
 - (iii) still considered to have a value and therefore considered “paid media” if the media is given, donated, and/or traded.
2. Despite the Notice provision in Article 18 of the Agreement, the Recipient shall provide any Notice required to be given under the Communications and Marketing part of this Schedule to the following:

- (a) **Ministry of Health and Long-Term Care
Communications and Marketing Division
Strategic Planning and Integrated Marketing Branch
80 Grosvenor Street, 10th Floor, Hepburn Block, Toronto, ON M7A 1R3
Email: healthcommunications@ontario.ca**

Ministry of Health and Long-Term Care

Population and Public Health Division
Healthy Living Policy and Programs Branch
777 Bay Street, Suite 702, 7th Floor, Toronto, ON M7A 1S5
Email: healthykidscommunitychallenge@ontario.ca

Appendix B

**SCHEDULE "B-1"
BUDGET**

Healthy Kids Community Challenge – City of Temiskaming Shores

FUNDING YEAR 1: APRIL 1, 2015 - MARCH 31, 2016	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages including benefits (Local Project Manager)	\$50,000 (based on 100% FTE)
Planning Services: <ul style="list-style-type: none"> • Community Needs Assessment • Theme-Based Action Plan and Budget • Baseline data collection • Other 	\$75,000
TOTAL *	Up to \$125,000

FUNDING YEARS 2-3 (APRIL 1, 2016 - MARCH 31, 2018)	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages Contract employees Employee benefits Fee for services Transportation & communication Services Supplies Project materials Acquisition Other	Up to \$125,000 for the 2016-17 funding year Up to \$125,000 for the 2017-18 funding year
TOTAL *	Up to \$250,000

FUNDING YEAR 4 (APRIL 1, 2018 - SEPTEMBER 30, 2018)	
	DIRECT SERVICES / PROJECT ADMIN. COSTS
Salaries and wages Contract employees	Up to \$62,500 for the

Employee benefits	2018-19 funding year
Fee for services	
Transportation & communication	
Services	
Supplies	
Project materials	
Acquisition	
Other	
TOTAL *	Up to \$62,500

* "Maximum Funds" means \$437,500 over the Term of the Agreement.

Appendix C

**SCHEDULE "C-1"
PAYMENT**

Healthy Kids Community Challenge – City of Temiskaming Shores

FUNDING YEAR 1: APRIL 1, 2015 – MARCH 31, 2016

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2015 to March 31, 2016.	\$125,000

FUNDING YEAR 2: APRIL 1, 2016 – MARCH 31, 2017

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2016 to March 31, 2017.	\$125,000

FUNDING YEAR 3: APRIL 1, 2017 – MARCH 31, 2018

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2017 to March 31, 2018.	\$125,000

FUNDING YEAR 4: APRIL 1, 2018 – SEPTEMBER 30, 2018

PAYMENT DATE	TOTAL FUNDING
Pay up to \$5,208 semi-monthly on the 15th and 30th of each month, starting from April 15, 2018 to September 30, 2018.	\$62,500

Note: Final payment amount for each Funding Year to be rounded up or down, as required, to the total approved funding amount per Funding Year.

The Province may make adjustments to these instalments for reasons including, but not limited to, prior year Budget settlement based on this Agreement.

Appendix D

**SCHEDULE “D-1”
REPORTS**

Healthy Kids Community Challenge – City of Temiskaming Shores

NAME OF REPORT		DUE DATE
Funding Year 1: April 1, 2015 to March 31, 2016		
1	Q1 Financial Report	July 31, 2015
2	1st Project Activity Report	October 31, 2015
3	Q2 Financial Report	October 31, 2015
4	Q3 Financial Report	January 31, 2016
5	2nd Project Activity Report	April 30, 2016
6	Q4 Financial Report	April 30, 2016
7	Funding Year/Annual Reconciliation Report	June 30, 2016
8	Recipient’s Audited Financial Report	June 30, 2016
9	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 2: April 1, 2016 to March 31, 2017		
10	Q1 Financial Report	July 31, 2016
11	3rd Project Activity Report	October 31, 2016
12	Q2 Financial Report	October 31, 2016
13	Q3 Financial Report	January 31, 2017
14	4th Project Activity Report	April 30, 2017
15	Q4 Financial Report	April 30, 2017
16	Funding Year/Annual Reconciliation Report	June 30, 2017
17	Recipient’s Audited Financial Report	June 30, 2017
18	Reports specified from time to time	On a date or dates specified by the Province
Funding Year 3: April 1, 2017 to March 31, 2018		
19	Q1 Financial Report	July 31, 2017
20	Q2 Financial Report	October 31, 2017
21	Q3 Financial Report	January 31, 2018
22	5 th Project Activity Report (Theme 3)	February 28, 2018
23	Q4 Financial Report	April 30, 2018
24	Funding Year/Annual Reconciliation Report	June 30, 2018
25	Recipient’s Audited Financial Report	June 30, 2018
26	Reports specified from time to time	On a date or dates specified by the Province

Funding Year 4: April 1, 2018 to September 30, 2018		
27	Q1 Financial Report	July 31, 2018
28	6 th Project Activity Report (Theme 4)	October 31, 2018
29	Q2 Financial Report	October 31, 2018
30	Funding Year/Annual Reconciliation Report	June 30, 2019
31	Recipient's Audited Financial Report	June 30, 2019
32	Reports specified from time to time	On a date or dates specified by the Province

Certificate of Insurance: The Certificate of Insurance shall be provided to the Province at the same time the executed Agreement is provided to the Province by the Recipient.

Report Details

1. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2015. Reporting templates will be provided by the Province.

2. 1st Project Activity Report

This report contains Project activity progress at the end of September 30, 2015. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

3. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2015. Reporting templates will be provided by the Province.

4. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2015, and a forecast of Project expenditures for the period from January 1, 2016 to March 31, 2016. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2016 to March 31, 2016, and identify any funds which will be un-spent by the end of the Funding Year.

5. 2nd Project Activity Report

This report contains Project activity progress at the end of March 31, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned

outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

6. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2016. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

7. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2015 to March 31, 2016 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

8. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

9. Reports specified by from time to time

As specified by the Province.

10. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2016. Reporting templates will be provided by the Province.

11. 3rd Project Activity Report

This report contains Project activity progress at the end of September 30, 2016. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

12. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2016. Reporting templates will be provided by the Province.

13. Q3 Financial Report

This financial report contains actual expenditures at the end of December 31, 2016, and a forecast of Project expenditures for the period from January 1, 2017 to March 31, 2017. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2017 to March 31, 2017, and identify any funds which will be un-spent by the end of the Funding Year.

14. 4th Project Activity Report

This report contains Project activity progress at the end of March 31, 2017. For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met. This report should include progress against performance indicators as agreed to with the Province. The Province will provide a template for use in reporting on performance indicators.

15. Q4 Financial Report

The financial report will specify actual expenditures/revenues against the approved budget and any resulting variances for each cost category at the end of March 31, 2017. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

16. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2016 to March 31, 2017 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

17. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

18. Reports specified from time to time

As specified by the Province.

19. Q1 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2017. Reporting templates will be provided by the Province.

- 20. Q2 Financial Report**
The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2017. Reporting templates will be provided by the Province.
- 21. Q3 Financial Report**
This financial report contains actual expenditures at the end of December 31, 2017, and a forecast of Project expenditures for the period from January 1, 2018 to March 31, 2018. Reporting templates will be provided by the Province. The purpose of this report is to report progress, flag large expenditures that are planned for the period from January 1, 2018 to March 31, 2018, and identify any funds which will be un-spent by the end of the Funding Year.
- 22. 5th Project Activity Report (Theme 3)**
This report contains Project activity progress between April 1-December 31, 2017 (Theme 3). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.
- 23. Q4 Financial Report**
This report contains actual expenditures at the end of the Funding Year (March 31, 2018). The financial report will specify actual revenues and expenditures against the approved budget and any resulting variances for the funding period. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).
- 24. Funding Year/Annual Reconciliation Report**
The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2017 to March 31, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).
- 25. Recipient's Audited Financial Report**
This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.
- 26. Reports specified from time to time**
As specified by the Province.
- 27. Q1 Financial Report**

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of June 30, 2018. Reporting templates will be provided by the Province.

28. 6th Project Activity Report (Theme 4)

This report contains Project activity progress between January 1- September 30, 2018 (Theme 4). For this report, document achievements in relation to the agreed objectives and/or major activities, including key Project and evaluation results (outputs and/or outcomes); resources produced (if any); variances in achievement of planned outputs/outcomes (e.g., delays in meeting planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are met.

29. Q2 Financial Report

The financial report will specify actual expenditures/revenues against approved budget and any resulting variances for each cost category at the end of September 30, 2018. Reporting templates will be provided by the Province.

30. Funding Year/Annual Reconciliation Report

The Funding Year/Annual Reconciliation report contains the approved budget and actual expenditures for the Funding Year from April 1, 2018 to September 30, 2018 after the organization's financial audit is completed. Reporting templates will be provided by the Province and the report will be signed by authorized signing officers of the organization (e.g., Chief Executive Officer/Medical Officer of Health and/or Chief Financial Officer/Finance Director).

31. Recipient's Audited Financial Report

This report is the annual audited organizational financial report, including financial statements prepared by external auditors. The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the Funding Year/Annual Reconciliation reports (which are Project-specific) are duly signed by authorized signing officers.

32. Reports specified from time to time

As specified by the Province.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-022

Being a by-law to authorize the Disposition of Land to the District of Timiskaming Social Services Administration Board, being Parts 1 & 2 on Plan 54R-6021

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 Memo No. 006-2018-CS at the February 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law for a Purchase and Sale Agreement with the District of Timiskaming Social Services Administration Board (DTSSAB) as the purchaser and the City of Temiskaming Shores as the vendor for Parts 1 & 2 on Plan 54R-6021, Dymond Twp. for consideration at the February 6, 2018 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 authorizes the entering into an Agreement of Purchase and Sale between District of Timiskaming Social Services Administration Board 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;
2. That Council agrees to sell lands legally described as: Part 1, part of the North ½ of Lot 9, Conc. 3; Part of PIN 61336-0577 (LT) on Plan 54R-6021 and Part 2, part of the North ½ of Lot 9, Conc. 3; Part of PIN 61336-0623 (LT) on Plan 54R6021; Dymond Twp. in the City Temiskaming Shores in the District of Timiskaming and other such considerations outlined in the said agreement;
3. That Council hereby authorizes the Mayor and Clerk to execute any and all other documentation necessary to complete the sale of land transaction.
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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"

Offer to Purchase

District of Timiskaming Social Services Administration Board,
(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 legally described as:

Parts 1 and 2 on Plan 54R-6021, Dymond Twp.,
Temiskaming Shores; District of Timiskaming

consisting of 1.2 acres, more or less

(herein called the "Real Property") at the purchase price of Two Dollars (\$2.00) payable to the Vendor, 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 February 15th, 2018 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 and Electronic Transmission

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission 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 electronic transmission 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.

Construction Timeframe

The Purchaser agrees that in the event that development and construction is not completed with 3 years of the date of Transfer, ownership shall revert back to the City of Temiskaming Shores.

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 Vendor is responsible pay 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 _____ day of _____, 2018.

in the presence of:

Purchaser: ***District of Timiskaming Social Services Administration Board***

Per: _____
CAO – Don Studholme

Per: _____
Social Housing Manager – Kelly Black

We have authority to bind the Corporation.

The Vendor hereby accepts the above offer.

Dated at _____ this _____ day of _____, 2018.

Vendor: ***The Corporation of the City of Temiskaming Shores***

Mayor - Carman Kidd

Clerk - David B. Treen

We have authority to bind the Corporation.

Purchaser's Address:
District of Timiskaming Social
Services Administration
Board
P.O. Box 310
29 Duncan Ave. N.
Kirkland Lake, Ontario
P2N 3H7

Phone: 705-567-9365

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 Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, Ontario / P0J 1P0
Attn: Katherine Pirie

Phone Number: (705) 647-7353
Fax Number: (705) 647-6473

Vendor's Solicitor:

Kemp Pirie Crombeen
P.O. Box 1540
22 Armstrong Street
New Liskeard, Ontario / 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. 2018-023

**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 February 6, 2018**

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 **February 6, 2018** 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 6th day of February, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen