



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, April 3, 2018  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**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 – March 20, 2018.

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

- a) Dipika Damerla, Minister – Minister of Senior Affairs

**Re:** 2018 Senior of the Year Award – Invitation for Nominations

**Reference:** Referred to Senior Staff

- b) Jean-Claude Carrière, Community Projects Officer – Building Ties Among Us in Temiskaming

**Re:** News Release – March 19, 2018 meeting (St-Bruno-de-Guigues)

**Reference:** Received for Information

- c) Wayne Stratton & Bonny Koistinen – Timiskaming Home Support

**Re:** Request for Assistance – Lobster Dinner/Dance Fundraiser (June 23, 2018)

**Reference:** Referred to the Director of Recreation

d) Bill Brookfield – New Liskeard Lions Club

**Re:** Request for Assistance – 2018 Wabi River Kayak Challenge (August 17 & 18, 2018)

**Reference:** Referred to the Director of Recreation

e) Lorna Desmarais, Vice President – Tri-Town Ski and Snowboard Village

**Re:** Request for Charitable Sponsorship – Application to Frog’s Breath (Tubing Hill)

**Reference:** Motion to be presented under New Business

f) John Vanthof, MPP – Timiskaming-Cochrane

**Re:** Open Letter to Minister Lalonde – Firefighter Certification

**Reference:** Received for information

Draft Motion

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

**11. Committees of Council – Community and Regional**

Draft Motion

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

a) Minutes of the Temiskaming Municipal Association meeting held on March 22, 2018;

b) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on January 18, 2018;

c) February 2018 Airport Activity Report;

- d) Minutes of the Temiskaming Shores Police Services Board meeting held on March 19, 2018;
- e) Minutes of the Temiskaming Shores Public Library Board meeting held on February 21, 2018; and
- f) Minutes of the District of Timiskaming Social Services Administration Board meeting held on December 13, 2017.

**12. Committees of Council – Internal Departments**

*Draft Motion*

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

- a) Minutes of the Public Works Committee meeting held on March 8, 2018;
- b) Minutes of the Building Maintenance Committee meeting held on March 8, 2018; and
- c) Minutes of the Corporate Services Committee meeting held on March 8, 2018.

**13. Reports by Members of Council**

**a) Regional Services and Out of Town User Fees**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the Memo from Mayor Kidd dated March 29, 2018; and

That Council directs staff to analyze the financial implications of out of town user fees and provide additional information back to Council to permit further discussion with the objective of making the use of facilities in the City of Temiskaming Shores fair to all residents in South Temiskaming.

**14. Notice of Motions**

15. **New Business**

a) **Canadian National Institute for the Blind – 100 Year Celebrations**

Draft Motion

Whereas the Canadian National Institute for the Blind (CNIB) was founded in 1918 by war blinded veterans from World War I and as a result of the Halifax Explosion; and

Whereas the CNIB has provided vision loss rehabilitation therapy for people with sight loss for 100 years; and

Whereas the CNIB has provided programs and services to Canadians with sight loss so they could overcome barriers and join society as an equal; and

Whereas the CNIB has advocated for necessary changes in Canada so that people with sight loss can achieve better lives; and

Whereas the CNIB continues to change what it means to be blind today; and

Whereas the CNIB will be celebrating, in partnership with the City of Temiskaming Shores, through honouring and storytelling, with a focus on the people – past and present – who contributed to changing what it is to be blind on Wednesday, April 25, 2018 at City Hall.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims April 25, 2018 as **“CNIB’s 100<sup>th</sup> Anniversary in the City of Temiskaming Shores”**, a day to honour and celebrate those who have contributed to changing what it means to be blind today.

b) **Administrative Report No. CGP-007-2018 – Enterprise Temiskaming – Starter Company Plus**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-026 being a by-law to enter into an agreement with the Ministry of Economic Development and Growth – **Starter Company Plus** for consideration at the April 3, 2018 Regular Council meeting.

**c) Administrative Report No. CGP-008-2018 – CJTT Lifestyles Event and Earlton Farm Show**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-008-2018;

That Council directs staff to register to exhibit at the Earlton Farm Show, April 13 & 14, 2018 to provide information on programs and activities that support agriculture in our area and supports the provision of a draw prize and support for the school bus program to enable area schools to be able to attend the event; and

That Council directs staff to register to exhibit at the CJTT Lifestyles event, April 27 & 28, 2018 to provide information on City programs and activities as well as selling fire permits and animal tags at \$10 off the regular rate and \$5 off Senior rate, and agrees to offer a draw prize for a 6 month gym membership to the Waterfront Pool & Fitness Centre and promotional items.

**d) Administrative Report No. CGP-009-2018 – Northern Ontario Mining Showcase 2019 (PDAC) – Markey Consulting Agreement**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-009-2018;

That Council directs staff to submit the funding application to Fed Nor to lead the Northern Ontario Mining Showcase at PDAC 2019; and

That Council directs staff to prepare the necessary by-law and agreement with Markey Consulting to coordinate the 2019, 2020 and 2021 Northern Ontario Mining Showcase events at PDAC for consideration at the April 3, 2018 Regular Council meeting.

**e) Memo No. 015-2018-CS – Request for Sponsorship – District of Timiskaming Emergency Medical Services (DTEMS)**

Draft Motion

Whereas the District of Timiskaming Emergency Medical Services (DTEMS) has applied for funding to the Frog's Breath Foundation in the amount of

\$100,000 to assist with the purchase of a Remote Access Response Vehicle;  
and

Whereas DTEMS requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the District of Timiskaming Emergency Medical Services application to the Frog's Breath Foundation.

**f) Memo No. 016-2018-CS – Request for Sponsorship – Tri-Town Ski and Snowboard Village**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 016-2018-CS; and

Whereas the Tri-Town Ski and Snowboard Village has applied for funding to the Frog's Breath Foundation in the amount of \$56,000 to assist with the expansion of the tubing hill and installation of a lift system; and

Whereas the Tri-Town Ski and Snowboard Village requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Tri-Town Ski and Snowboard Village's application to the Frog's Breath Foundation.

**g) Administrative Report No. CS-006-2018 – Video Surveillance Policy**

Draft Motion

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

That Council directs staff to prepare the necessary By-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the April 3, 2018 Regular Council meeting.

**h) Administrative Report No. CS-008-2018 – Lease Renewal – Connelly Communications (CJTT Radio)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-008-2018; and

That Council directs staff to prepare the necessary by-law and agreement to enter into a lease agreement with Connelly Communications for the continued use of the Riverside Place for consideration at the April 3, 2018 Regular Council meeting.

**i) Administrative Report No. CS-009-2018 – Lease Renewal – Haileybury Family Health Team (Hlby Medical Centre)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-009-2018; and

That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 1.7% for 2018 in accordance with the Consumer Price Index for consideration at the April 3, 2018 Regular Council meeting.

**j) Administrative Report No. CS-010-2018 – Lease Renewal – Riverside Kitchen – Liv N’ Gracie’s**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-010-2018; and

That Council directs staff to prepare the necessary By-law and agreement to enter into a lease agreement with Liv N’ Gracie’s (Lisa Vandermeer) for the use of the Riverside Place Kitchen for Council’s consideration at the April 3, 2018 Regular Council meeting.



**k) Administrative Report No. CS-011-2018 – Amendment to By-law No. 2017-016 - Peters Road Municipal Drain**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-011-2018; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-016 being a by-law for the drainage works known locally as Peters Road Municipal Drain to reflect the actual costs for the drainage works for consideration at the April 3, 2018 Regular Council meeting.

**l) Administrative Report No. CS-012-2018 – 2018 Municipal Election – Advance Polls / Election Policy / Tabulators / Institutions**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-012-2018;

That Council authorizes staff to prepare the necessary by-law to establish dates for advanced voting dates for the 2018 Municipal Election for consideration at the April 3, 2018 Regular Council meeting;

That Council authorizes staff to prepare the necessary by-law for the adoption of a 2018 Municipal Elections Policy for consideration at the April 3, 2018 Regular Council meeting;

That Council authorizes staff to prepare the necessary by-law to authorize the use of Vote Tabulators and Voting Proxies at the 2018 Municipal Elections for consideration at the April 3, 2018 Regular Council meeting; and

That Council authorizes staff to prepare the necessary by-law for reduced hours of voting in Institutions and Retirement Homes on voting day for consideration at the April 3, 2018 Regular Council meeting.

**m) Administrative Report No. PPP-002-2018 – Purchase of a Pumper Tanker Truck from Fort Garry Fire Trucks**

Draft Motion

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

That Council approves an overall 2018 Capital Budget envelope of \$428,000 for the purchase of a new Pumper Tanker for Station # 1;

That Council agrees to fund the Capital Budget envelope with a debenture through the Ontario Infrastructure & Lands Corporation (OCIL) in the amount of \$422,000 and the reallocation of the Air Cylinder Containment Fill Station for Station # 1, as approved in the 2018 Budget, in the amount of \$6,000; and

That Council directs staff to prepare the necessary by-law and agreement with Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck for the Temiskaming Shores Fire Department at an upset amount of \$417,041 plus applicable taxes for consideration at the April 3, 2018 Regular Council meeting.

**n) Memo No. 011-2018-PW – Engine Replacement – 624 Loader**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2018-PW; and

That Council further acknowledges that a Purchase Order has been issued to Nortrax for the replacement of the engine in a loader at a cost of \$31,016.42 plus applicable taxes.

**o) Memo No. 012-2018-PW – UV System Design – Haileybury Wastewater Treatment Plant – Amendment to By-law No. 2018-041 agreement with RV Anderson**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 012-2018-PW; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2018-041 being an agreement with RV Anderson for Engineering Services for the design of a UV Treatment System at the Haileybury WWTP for consideration at the April 3, 2018 Regular Council meeting.

**p) Administrative Report No. PW-011-2018 – Engineering Services – SNC Lavalin – Upgrades to the Pool Fitness Centre**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-011-2018, particularly Appendix 01 - SNC-Lavalin Quotation; and

That Council directs staff to prepare the necessary by-law and agreement with SNC-Lavalin for Project Management and Contract Administration for mechanical upgrades at the Pool Fitness Centre to an upset limit of \$50,000 plus applicable taxes for consideration at the April 3, 2018 Regular Council meeting.

**q) Administrative Report No. PW-016-2018 – Traffic Impact Study - Highways 65 E and 11**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-016-2018;

That Council approves the sum of \$25,000 to be drawn from the Economic Development Reserve Fund and included in the 2018 Budget for the purpose of completing a Traffic Impact Study as outlined in Request for Proposal PW-RFP-005-2018 and a contingency for work that may be required in conjunction with the project;

That as outlined in By-law No. 2017-015, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to Paradigm Transportation Solutions Limited to proceed with the completion of the Traffic Impact Study as detailed in Request for Proposal PW-RFP-005-2018 for a total upset limit of \$19,250.00 plus applicable taxes; and

That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the April 3, 2018 Regular Council meeting.

**r) Administrative Report No. PW-020-2018 – Tender Award – New Liskeard Branch Library Feasibility Study**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-020-2018; and

That Council directs staff to prepare the necessary by-law and agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility & Planning Study and Schematic Design for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900.00 plus applicable taxes for consideration at the April 3, 2018, Regular Council meeting.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2018-040 Being a by-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores

By-law No. 2018-049 Being a by-law to amend By-law No. 2017-026 (Small Business Enterprise – Starter Company Plus Program)

By-law No. 2018-050 Being a by-law to authorize the entering into a Financial Agreement with Ontario Infrastructure and Lands Corporation (OILC) – McCamus Water Treatment Plant – Iron Removal Tanks

By-law No. 2018-051 Being a by-law to enter into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre

By-law No. 2018-052 Being a by-law to amend By-law No. 2017-016 being a by-law to provide for a drainage works in the City of Temiskaming Shores (Peters Road Municipal Drain)

- By-law No. 2018-053 Being a by-law to authorize an Agreement with SNC Lavalin Inc. for Project Management and Contract Administration for mechanical upgrades at the Pool Fitness Centre
- By-law No. 2018-054 Being a by-law to authorize an Agreement with Paradigm Transportation Solutions Limited for the preparation of a Traffic Impact Study for the proposed extension of Grant Drive
- By-law No. 2018-055 Being a by-law to enter into an Agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility & Planning Study and Schematic Design for the New Liskeard Branch Library
- By-law No. 2018-056 Being a by-law to enter into a Lease Agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Kitchen at Riverside Place
- By-law No. 2018-057 Being a by-law to provide for advanced voting to be held prior to the 2018 Election Voting Day – October 22, 2018
- By-law No. 2018-058 Being a by-law to adopt a Municipal Elections Procedural Policy for the 2018 Municipal Election
- By-law No. 2018-059 Being a by-law to authorize the use of Vote Tabulators and Voting Proxies at the 2018 Municipal Elections
- By-law No. 2018-060 Being a by-law to provide for reduced hours of voting in Institutions and Retirement Homes on Voting Day (Monday, October 22, 2018)

By-law No. 2018-061 Being a by-law to amend By-law No. 2018-041 (Agreement with RV Anderson Associates Ltd. for Engineering Services for the design of an Ultra-Violet Treatment System at the Haileybury Wastewater Treatment Plant)

By-law No. 2018-062 Being a by-law to enter into a Purchase Agreement with Fort Garry Fire Trucks Ltd for the supply and delivery of a Pumper Tanker Truck

By-law No. 2018-063 Being a by-law to enter into an Agreement with Markey Consulting to provide event management services for the Northern Ontario Showcase event at the Prospectors and Developers Association of Canada (PDAC) for 2019, 2020 and 2021 NOMS Event

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2018-040;

By-law No. 2018-049;

By-law No. 2018-050;

By-law No. 2018-051;

By-law No. 2018-052;

By-law No. 2018-053;

By-law No. 2018-054;

By-law No. 2018-055;

By-law No. 2018-056;

By-law No. 2018-057;

By-law No. 2018-058;

By-law No. 2018-059;

By-law No. 2018-060;

By-law No. 2018-061;

By-law No. 2018-062; and

By-law No. 2018-063

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, April 17, 2018 at 6:00 p.m.
- b) Regular – Tuesday, May 1, 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 March 20, 2018 – Closed Session Minutes**
- b) **Under Section 239 (2) (e) of the Municipal Act, 2001 – Potential Litigation – St. Joseph’s Subdivision**
- c) **Under Section 239 (e) of the Municipal Act, 2001 – Litigation – Statement of Claim – Earlton-Timiskaming Regional Airport Authority (ETRAA)**

*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. 2018-064 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular Meeting held on **April 3, 2018** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2018-064 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, March 20, 2018**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**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  
Shelly Zubycck, Director of Corporate Services  
Tim Uttley, Fire Chief  
Mitch Lafreniere, Manager of Physical Assets

Regrets:

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

Members of the Public Present: 1

**3. Review of Revisions or Deletions to Agenda**

Resolution No. 2018-135

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Be it resolved that Council in accordance with Section 36.5 (b) hereby allows the addition of:

Item f) Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – Agricultural Research Institute of Ontario

without advance public notice under New Business as it is deemed time sensitive.

**Carried**

**4. Approval of Agenda**

*Resolution No. 2018-136*

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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. 2018-137*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

a) Regular meeting of Council – March 6, 2018; and

b) Special meeting of Council – March 8, 2018

**Carried**

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

None

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

None

**10. Communications**

a) Kimberley Armstrong, Deputy Clerk – Township of Norwich

**Re:** Request for Support - Ontario Building Code Amendments

**Reference:** Motion to be presented under New Business

b) Laurie Miller, Director Provincial Planning Policy Branch – Ministry of Municipal Affairs

**Re:** Planning Act Regulations related to Building Better Communities and Conserving Watersheds Act, 2017

**Reference:** Referred to Municipal Planner

c) Tony Antoniazzi, President – Northeastern Ontario Municipal Association

**Re:** Letter to Ministry of Community Safety and Correctional Services – Firefighter Training and Certification

**Reference:** Received for Information

d) Rose Jobin-White, Canadian National Institute for the Blind

**Re:** Proclamation Request and Flag Raising – April 25, 2018

**Reference:** Received for Information

- e) Monika Turner, Director of Policy – Association of Municipalities of Ontario  
**Re:** Canada-Ontario Infrastructure Program Agreement  
**Reference:** Referred to Directors
  
- f) Brooke Wilson, NOSM Student  
**Re:** Thank You – Recipient of Temiskaming Shores Bursary  
**Reference:** Received for Information
  
- g) Honorable Kathryn McGarry, Minister of Transportation  
**Re:** Thank You – Delegation at 2018 ROMA Conference  
**Reference:** Received for Information
  
- h) Jeremy Stevenson, CEO – North East Local Health Integration Network  
**Re:** Introduction Letter (New CEO)  
**Reference:** Received for Information
  
- i) Liana Bacon, Advisor – Ministry of Municipal Affairs  
**Re:** Election Training – “Are you thinking about running for Municipal Council” – Wednesday, April 4, 2018 – Cobalt Community Hall (6 pm)  
**Reference:** Received for Information
  
- j) Carman Kidd, Mayor – City of Temiskaming Shores  
**Re:** Letter of Appreciation – Retirement of Bruce Strapp, Executive Director of Northern Ontario Heritage Fund Corporation  
**Reference:** Received for Information

- k) The Honourable Dipika Dameria, Minister of Seniors Affairs  
**Re:** Temiskaming Shores Age Friendly Community Recognition Award  
**Reference:** Received for Information
- l) Ontario Library Association and the Federation of Ontario Public Libraries  
**Re:** 2018 Pre-Budget Submissions  
**Reference:** Motion to be presented under New Business
- m) Thérèse Bain, Chairperson – New Liskeard Figure Skating Club  
**Re:** Thank you letter – James Bay Competition  
**Reference:** Received for Information
- n) Yvan Rondeau, Safety, Process and Compliance Manager – Ontario Clean Water Agency (OCWA)  
**Re:** Appointment of Overall Responsible Operator – Haileybury and New Liskeard Drinking Water Systems  
**Reference:** Referred to the Director of Public Works and Technical and Environmental Compliance Co-ordinator

Resolution No. 2018-138

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

**Carried**

**11. Committees of Council – Community and Regional**

None

**12. Committees of Council – Internal Departments**Resolution No. 2018-139

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on January 18, 2018; and
- b) Minutes of the Protection to Persons and Property Committee meeting held on February 22, 2018.

**Carried****13. Reports by Members of Council**

Councillor Hewitt reported on the following:

- Age Friendly: The Province has recognized the City as a designated Age Friendly Community and Tammie Caldwell will be accepting an award on behalf of the City in that regard. Partners like the Timiskaming Health Unit, Teapok Timiskaming Injury Prevention Committee and all of the senior volunteers have made it successful. The 2018 Age Friendly progress report has been added to the municipal website.
- BIA: There will be a forum held on April 4, 2018 at 7 pm in regards to the petition to disband the BIA. Received a lot of feedback various members of the BIA and outlined support for the many of the benefits related to the various initiative of the BIA.
- Building Ties Among Us: Attended the meeting held in St-Bruno-de-Guigues with the main focus of the meeting related to the reconstruction of the Opemican National Park which should have positive spin off effects with Temiskaming Shores from a tourism perspective.

Councillor Jelly reported on the following:

- Safer Communities Act: On March 8<sup>th</sup> the SCA has received Royal Assent, but has not been proclaimed as of yet; thus still working with the Police Services Act. It appears that anyone that has a Section 10 Police Services Board will have the ability to maintain that board.

Councillor Whalen reported on the following:

- FONOM: At March 16<sup>th</sup> FONOM meeting the Board of Directors dealt with the motion from the City of Temiskaming Shores in regards to Firefighter Training and Certification. It was noted at the FONOM meeting that the letter was very well prepared and articulated.

Mayor Kidd reported on the following:

- Firefighter Certification: Mayor Kidd, Councillor McArthur, Councillor Jelly, Fire Chief Uttley and City Manager, Chris Oslund met with local MPP John Vanthof and requested his support to defeat the motion in the legislation to which he was very supportive.

#### 14. Notice of Motions

None

#### 15. New Business

##### a) **Memo – Timiskaming Health Unit Reserves**

Resolution No. 2018-074 (deferred February 20, 2018)

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Whereas the Timiskaming Board of Health has set its reserve levels to a maximum of \$1,000,000 and will return any amounts above this maximum to participating municipalities at the same share that they contribute; and

Whereas on December 22, 2017 the City of Temiskaming Shores received a refund from the Timiskaming Board of Health representing its share of the Reserve Surplus in the amount of \$111,522 which was posted in 2017 to the City's Working Fund Reserve.

Now therefore be it resolved that Council of the City of Temiskaming Shores acknowledges receipt of a Memo from Mayor Kidd dated February 13, 2018 regarding the Timiskaming Health Unit Reserves;

That Council agrees to utilize the funds for accessibility upgrades at the New Liskeard Community Hall and directs staff to amend the 2018 Capital Budget to include this project with funds being derived from the City's Working Fund Reserve to an upset limit of \$111,522; and

That Council directs staff to proceed with the solicitation of Request for Proposals for engineering and design services for the accessibility upgrades.

**Defeated**

Motion (as per direction provided at the March 8, 2018 Special Council Meeting)

Resolution No. 2018-140

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Whereas on December 22, 2017 the City of Temiskaming Shores received a refund from the Timiskaming Board of Health representing its share of the Reserve Surplus in the amount of \$111,522 which was posted in 2017 to the City's Working Fund Reserve; and

Whereas Mayor Kidd prepared a memo for consideration at the February 20, 2018 Regular Council meeting with a motion to allocate the 2017 Timiskaming Board of Health (TBH) refund of \$111,522 towards accessible upgrades at the New Liskeard Community Hall; and

Whereas Council allocated \$20,000 within the 2018 Capital Budget for engineering and design of accessible features for the Don Shepherdson Memorial Arena; and

Whereas Council considered the TBH 2017 refund at its March 8, 2018 Special Council meeting and directed staff to include engineering and design of accessibility upgrades of the New Liskeard Community Hall into the 2018 Capital Budget program;

Now therefore be it resolved that Council of the City of Temiskaming Shores hereby directs staff to allocate the 2017 Timiskaming Board of Health refund of \$111,522 to an accessibility reserve;

That Council directs staff to include engineering and design of accessibility upgrades for the New Liskeard Community Hall into the 2018 Capital Budget program in addition to the accessibility engineering and design for the Don Shepherdson Memorial Arena; and

Furthermore that Council directs staff to amend the 2018 Capital Budget to increase Engineering and Design for Accessibility Upgrades from \$20,000 to \$100,000 to be funded through the accessibility reserve.

**Carried**

**b) Support – Ontario Building Code Amendments**



Resolution No. 2018-141

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Whereas the Preface and Introduction to the Ontario Building Code Compendium reads such that the Code is meant to be “*essentially a set of minimum provisions respecting the safety of buildings with reference to public health, fire protection, accessibility and structural sufficiency*”; and

Whereas the Ministry of Housing has for a number of years and continues to make significant changes to the scope of the Ontario Building Code to include provincial policy initiatives such as Environmental Protection, Resource Conservation and Energy Conservation; and

Whereas these expanded roles in the Code have had significant impacts on local municipal Building Departments for additional training, staffing and other resources required to implement such initiatives.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby requests that the Province ensure that the intent of the legislation and regulations relative the Ontario Building Code continue to be principally for the protection of the public and occupant health and safety in relation to the built environment and examine other avenues for implementation of other initiatives; and

Further a that a copy of this resolution be forwarded to the Honourable Kathleen Wynne, Premier; CAO Aubrey LeBlanc, Ontario Building Officials Association; Director Hannah Evans, Building Development Branch of the Ministry of Municipal Affairs; and John Vanthof, MPP Timiskaming-Cochrane

**Carried****c) Memo No. 014-2018-CS – Amendment to By-law No. 2016-133 Charitable Sponsorship – Food Banks**Resolution No. 2018-142

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 014-2018-CS; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-133 identifying organizations that would be exempt from provisions in Article 3 of the Policy and still attain sponsorship and use of the City’s Charitable Number for consideration at the March 20, 2018 Regular Council meeting.

**Carried**

**d) Administrative Report No. CS-007-2018 – Peters Road Municipal Drain – Contract Change Order – Berm Failure**

Resolution No. 2018-143

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 CS-007-2018; and

That Council approves Contract Change Order No. 02 to By-law No. 2017-106 being an agreement with Pedersen Construction (2013) Inc. for the construction of drainage works locally known as the Peters Road Municipal Drain in the amount of \$14,778.46 plus applicable taxes.

**Carried**

**e) Memo No. 008-2018-PW – Contract Change Order – By-law No. 2018-018 Snow Blower Attachment from Tenco**

Resolution No. 2018-144

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. 008-2018-PW; and

That Council approves Contract Change Order No. 01 to By-law No. 2018-018 for the purchase of a Blower Attachment from Tenco Inc. in the amount of \$5,500.

**Carried**

**f) Memo No. 009-2018-PW – Northeastern Ontario Public Works Organization – Manager’s Session – April 24, 2018**

Resolution No. 2018-145

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 009-2018-PW;

That Council for the City of Temiskaming Shores hereby approves the attendance of **Councillor Hewitt** and **Mayor Kidd** to the North Eastern

Ontario Public Works Organization annual Manager's Forum scheduled for April 24, 2018 in South Porcupine; 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**

**g) Memo No. 010-2018-PW – 2018 Roads Program**

Resolution No. 2018-146

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 010-2018-PW;

That Council confirms that the 2018 Roads Resurfacing Program, allocated at \$1,085,710, shall include West Road (Hwy 11 eastward), West Road (between Ramsey and Quarry) and Lakeshore Road South (Ethel southward); and

That Council acknowledges that an Administrative Report is anticipated for consideration at the April 3, 2018 Regular Council meeting subsequent to the Director of Public Works consulting with the low bidder Miller Paving Ltd.

**Carried**

**h) Administrative Report No. PW-012-2018 – Engineering Services – UV Design – Haileybury Wastewater Treatment Plant**

Resolution No. 2018-147

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-012-2018;

That as outlined in the City's Purchasing Policies and Procedures, Council approves the award of the contract to RV Anderson Associates Ltd. to proceed with the design of the Ultra-Violet treatment system for the effluent at the Haileybury Wastewater Treatment Plant as detailed in Request for Proposal PW-RFP-006-2018 for a total upset limit of \$58,579 plus applicable taxes;

That Council approves an increase in the Project Budget from \$55,000 to \$70,000 as recommended by the Corporate Services Committee on March 8, 2018; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 20, 2018 Regular Council meeting.

**Carried**

**i) Administrative Report No. PW-013-2018 – PW-RFQ-003-2018 LED Lights for Haileybury Arena Ice Surface**

Resolution No. 2018-148

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-013-2018;

That Council directs staff to prepare the necessary by-law and agreement for the purchase of LED lights for the Haileybury Arena ice surface, as detailed in Request for Quote PW-RFQ-003-2018, from Nedco at a total cost of \$17,842.50 plus applicable taxes for consideration at the March 20, 2018 Regular Council meeting.

**Carried**

**j) Administrative Report No. PW-014-2018 – Equipment Rental – Spring Ditching**

Resolution No. 2018-149

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. PW-014-2018;

That as outlined in the City's Purchasing Policy, Council approves the award of the Equipment Rental – Excavator for Snow Ditching contract to *Demora Construction Services Inc.* at the rate of \$98.00 per hour plus HST and a total of \$1,950 plus HST for 5 float moves in each designated area; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 20, 2018 Regular Council meeting.

**Carried**

**k) Administrative Report No. PW-015-2018 – Tender Award – Granular M**

Resolution No. 2018-150

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-015-2018;

That as outlined in the City's Purchasing Policy, Council approves the award of the Crushing and Stockpiling of Granular "M" contract to *Alvin Caldwell Sand & Gravel Ltd.* at a unit price of \$6.40 per tonne (with a maximum of 15,000 tonnes) plus HST; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the March 20, 2018 Regular Council meeting.

**Carried****l) Administrative Report No. PW-017-2018 – Equipment Purchase – Light Duty Trucks**Resolution No. 2018-151

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-017-2018; and

That Council directs staff to prepare the necessary by-law and agreement for the purchase of three (3) light duty trucks, as detailed in Request for Proposal PW-RFP-009-2018, from Wilson Chevrolet at a cost of \$96,899 plus applicable taxes for consideration at the March 20, 2018 Regular Council meeting.

**Carried****m) Administrative Report No. PW-018-2018 – Equipment Purchase – Sidewalk Machine**Resolution No. 2018-152

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. PW-018-2018; and

That Council directs staff to prepare the necessary by-law and agreement with Work Equipment for the purchase of a sidewalk machine and various attachments, as detailed in Request for Proposal PW-RFP-007-2018 at a

cost of \$157,000 plus applicable taxes for consideration at the March 20, 2018, Regular Council meeting.

**Carried**

**n) Memo No. 002-2018-RS – Attendance at the International Federation of Ageing Global Conference – Danielle Covello**

Resolution No. 2018-153

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

That Council acknowledges that Age Friendly Coordinator, Danielle Covello, will be a presenter at the International Federation on Ageing to be hosted by the City of Toronto from August 8 to 10, 2018.

**Carried**

**o) Memo No. 003-2018-RS – Temiskaming Shores and Area Rotary Club – Frog’s Breath Foundation Funding Application**

Resolution No. 2018-154

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas the Temiskaming Shores and Area Rotary Club has applied for funding to the Frog’s Breath Foundation in the \$10,000 + category to assist with the development of a permanent Splash Pad Park in the City of Temiskaming Shores; and

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

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Temiskaming Shores and Area Rotary Club’s funding application to the Frog’s Breath Foundation.

**Carried**

**p) Administrative Report No. RS-003-2018 – Zero Turn Riding Lawnmower**

Resolution No. 2018-155

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

That Council approves the purchase of a Zero Turn Riding Lawnmower from MCK Temiskaming at an upset limit of \$15,917.46 plus applicable taxes.

**Carried**

**q) Administrative Report No. RS-004-2018 – Agreement with Gym Con Ltd. for the Lobby Floor Replacement at the Haileybury Arena**

Resolution No. 2018-156

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

That Council approves the reallocation of remaining funds in the 2018 Capital Budget from the Zero Turn Unit in the amount of \$3,802.39 to the Haileybury Arena Lobby Floor Replacement and \$630.94 from the Groomer Purchase; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Gym-Con Ltd. for replacement of the Haileybury Arena Lobby Floor at an upset limit of \$43,665.00 plus applicable taxes for consideration at the March 20, 2018 Regular Council meeting.

**Carried**

**r) Ontario Library Association and the Federation of Ontario Public Libraries – 2018 Pre-Budget Submissions – Request to increase Funding for Public Libraries**

Resolution No. 2018-157

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

Whereas the Province of Ontario reduced the Public Library Operating Grant (PLOG) in 1996 from \$64 million to \$32 million; and

Whereas the PLOG has remained relatively unchanged since 1996 despite inflation, changes in technology and the increasing importance of libraries in contributing to community well-being; and

Whereas the Ontario Library Association, the Federation of Ontario Public Libraries and the Temiskaming Shores Public Library Board have presented

recommendations to the Ministry of Culture regarding funding priorities that are essential for ensuring a modern, sustainable library sector in Ontario.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Province of Ontario to;

- Provide sustainable, predictable funding for all public and First Nations libraries across Ontario by increasing annual base funding from \$33 million to \$50 million
- Dedicate \$25 million in new, annual funding for the development and implementation of Ontario's Digital Library
- Mandate the use of funding allocated by the Ministry of Education for school libraries and teacher-librarians for its intended purpose

And further that a copy of this resolution be forwarded to the Honourable Daien Vernile, Minister of Tourism, Sport and Culture; John Vanthof, MPP Timiskaming-Cochrane; the Ontario Library Association; the Federation of Ontario Public Libraries; and the Temiskaming Shores Public Library Board.

**Carried**

## 16. **By-laws**

### *Resolution No. 2018-158*

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2018-039 Being a by-law to amend By-law No. 2016-133 (Charitable Sponsorship Policy - Food Banks)

By-law No. 2018-041 Being a by-law to enter into an Agreement with RV Anderson Associates Ltd. for Engineering Services for the design of an Ultra-Violet Treatment System at the Haileybury Wastewater Treatment Plant

By-law No. 2018-042 Being a by-law to enter into an Agreement with Nedco for the supply and delivery of LED Lights for the Haileybury Arena Ice Surface



By-law No. 2018-043 Being a by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Track Mounted Excavator – Spring Ditching

By-law No. 2018-044 Being a by-law to enter into an agreement with Alvin Caldwell Sand & Gravel Ltd. for the Crushing and Stockpiling of Granular “M”

By-law No. 2018-045 Being a by-law to enter into a Purchase Agreement with Wilson Chevrolet Limited for the purchase of three (3) Light Duty Trucks

By-law No. 2018-046 Being a by-law to enter into a Purchase Agreement with Works Equipment Ltd. for the purchase of a Sidewalk Machine and various attachments

By-law No. 2018-047 Being a by-law to enter into an Agreement with Gym-Con Ltd. for the supply and installation of flooring in the Haileybury Arena Lobby

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-159

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2018-039;

By-law No. 2018-041;

By-law No. 2018-042;

By-law No. 2018-043;

By-law No. 2018-044;

By-law No. 2018-045;

By-law No. 2018-046; and

By-law No. 2018-047;

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

**Carried**

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, April 3, 2018 at 6:00 p.m.
- b) Regular – Tuesday, April 17, 2018 at 6:00 p.m.

**18. Question and Answer Period**

None

**19. Closed Session**

Resolution No. 2018-160

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 6:55 p.m. to discuss the following matters:

- a) **Adoption of the February 20, 2018 – Closed Session Minutes**
- b) **Adoption of the March 6, 2018 – Closed Session Minutes**
- c) **Adoption of the March 8, 2018 – Closed Session Minutes**
- d) **Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the municipality – Beach Gardens Development – Confidential Administrative Report PW-019-2018**
- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – 884045 Highway 65 W and potential disposition of land – Lots 16 to 19 Dymond Industrial Park – Confidential Memo 012-2018-CS**

- f) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – Agricultural Research Institute of Ontario**

**Carried**

Resolution No. 2018-161

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 7:23 p.m.

**Carried**

**Matters from Closed Session**

- a) **Adoption of the February 20, 2018 – Closed Session Minutes**

Resolution No. 2018-162

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that Council approves the February 20, 2018 Closed Session Minutes as printed.

**Carried**

- b) **Adoption of the March 6, 2018 – Closed Session Minutes**

Resolution No. 2018-163

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

Be it resolved that Council approves the March 6, 2018 Closed Session Minutes as printed.

**Carried**

- c) **Adoption of the March 8, 2018 – Closed Session Minutes**

Resolution No. 2018-164

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that Council approves the March 8, 2018 Closed Session Minutes as printed.

**Carried**

- d) **Under Section 239 (2) (a) of the Municipal Act, 2001 – Security of the property of the municipality – Beach Gardens Development – Confidential Administrative Report PW-019-2018**

Council provided direction to staff in Closed Session.

- e) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – 884045 Highway 65 W and potential disposition of land – Lots 16 to 19 Dymond Industrial Park – Confidential Memo 012-2018-CS**

Council provided direction to staff in Closed Session.

- f) **Under Section 239 (2) (c) of the Municipal Act, 2001 – potential acquisition of land – Agricultural Research Institute of Ontario**

Council provided direction to staff in Closed Session.

**20. Confirming By-law**

*Resolution No. 2018-165*

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2018-048 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **March 8, 2018** and its Regular meeting held on **March 20, 2018** be hereby introduced and given first and second reading.

**Carried**

*Resolution No. 2018-166*

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that By-law No. 2018-048 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

*Resolution No. 2018-167*

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 7:25 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen

Minister of  
Seniors Affairs

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

Ministre des Affaires  
des personnes âgées

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 314-9710  
Télééc.: (416) 325-4787



March 2018

Dear Mayor, Reeve and Members of Council:

I am pleased to invite you to submit a nomination for the **2018 Senior of the Year Award**. This annual award was established in 1994 to give each municipality in Ontario the opportunity to **honour one outstanding local senior**; who, after the age of 65, has enriched the social, cultural, or civic life of his or her community. The award pays tribute to this accomplishment, while simultaneously showing how seniors are making a difference in the lives of those around them.

[Click here to submit a nomination.](#)

**Deadline: April 30, 2018**

A certificate will be provided by the Ontario government and include as signatories: Her Honour the Honourable Elizabeth Dowdeswell, Lieutenant Governor, myself, Minister of Seniors Affairs, and the local Head of Council.

The Government of Ontario is proud to work with municipalities on this initiative. Seniors have generously offered their time, knowledge and expertise to make this province a great place to live and it is important we recognize their valuable contributions.

If you have questions, please contact the Ontario Honours and Awards Secretariat:

Email: [ontariohonoursandawards@ontario.ca](mailto:ontariohonoursandawards@ontario.ca)  
Phone: 416-314-7526  
Toll-free: 1-877-832-8622  
TTY: 416-327-2391

Thank you for your support.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dipika Damerla".

Dipika Damerla  
Minister

Minister of  
Seniors Affairs

6<sup>th</sup> Floor  
400 University Avenue  
Toronto ON M7A 2R9  
Tel.: (416) 314-9710  
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Ministre des Affaires  
des personnes âgées

6<sup>e</sup> étage  
400, avenue University  
Toronto ON M7A 2R9  
Tél.: (416) 314-9710  
Télééc.: (416) 325-4787



Mars 2018

Madame la mairesse, Madame la préfète, membres du conseil,  
Monsieur le maire, Monsieur le préfet, membres du conseil,

J'ai le plaisir de vous inviter à proposer une candidature pour le **Prix de la personne âgée de l'année 2018**. Ce prix annuel a été instauré en 1994 pour donner à chaque municipalité la possibilité de rendre hommage à une personne âgée exceptionnelle de la localité qui, après ses 65 ans, a enrichi la vie sociale, culturelle ou citoyenne de sa collectivité. Le prix rend hommage à cette réalisation, tout en montrant parallèlement comment les personnes âgées font une différence dans la vie des gens autour d'elles.

[Cliquez ici pour proposer une candidature.](#)

**Date limite : le 30 avril 2018**

Un certificat sera offert par le gouvernement de l'Ontario et inclura comme signataires : Son Honneur l'honorable Elizabeth Dowdeswell, lieutenant-gouverneure, moi-même, ministre des Affaires des personnes âgées, et la ou le chef du conseil de la localité.

Le gouvernement de l'Ontario est fier de travailler avec les municipalités sur cette initiative. Les personnes âgées ont généreusement fait don de leur temps, de leurs connaissances et de leur savoir-faire pour faire de cette province un endroit où il fait bon vivre, et il est important que nous rendions hommage à leurs précieuses contributions.

Pour toute question, veuillez communiquer avec le Secrétariat des distinctions et prix de l'Ontario :

Courriel : ontariohonoursandawards@ontario.ca  
Téléphone : 416 314-7526  
Sans frais : 1 877 832-8622  
ATS : 416 327-2391

Je vous remercie de votre appui, et je vous prie de croire à l'expression de mes sentiments les meilleurs.

La ministre,

A blue ink signature of Dipika Damerla, written in a cursive style.

L'honorable Dipika Damerla

# Tisser des liens entre les Témiscamingues! Building Ties Among Us In Temiskaming!

## News Release

**Temiskaming Shores, March 21, 2018** — On March 19, at the restaurant L'Éden Rouge in St-Bruno-de-Guigues, 74 people forged ties for the 11th time in a warm and friendly atmosphere. The goal of these events is to learn to know and to work with each other. They are thus crucial for a community that shares the same lake, Lake Timiskaming. We would like to thank Angèle-Ann Guimond and her team who served us a delicious meal with a regional twist. We would also like to thank our outstanding master of ceremonies Claire Bolduc, RCM Warden, and Ambroise Lycke, Head of the Conservation and Education Department for Opemican National Park who facilitated this successful information session.



Dany Gareau, Executive Director of Opemican National Park—which is in the start-up phase—, informed the participants about the project and explained why it is important for them to create partnerships with the upcoming park. Justin Roy, Director of Economic Development for the Kebaowek First Nation, shared his partnership plans, not only with the park but also with the contractors. Finally, France Lemire, Consultant in outdoor tourism development at Tourisme Abitibi-Témiscamingue, presented the amazing application “accèspleinair.org”, a planning and navigation tool designed to ensure the safety of users by offering circuits tailored to their abilities.

The committee took the opportunity to recognize the work of a few individuals. First, a plaque was presented to Arnaud Warolin, one of the pioneers of the Building Ties initiative in 2011. The work of Anne-Marie Loranger, Project Co-ordinator for Building Ties, was also commended as her project ends on March 29. Awards from the Assemblée de la francophonie de l'Ontario (AFO) were presented to Lois Weston-Bernstein of the Temiskaming Shores & Area Chamber of Commerce and Mario Sabourin of the Témis-Accord Chamber of Commerce for their contribution to the Hello/Bonjour campaign.

We would also like to thank all the people who took the time to come and build ties at these events. It is up to them now to continue to deepen these ties and to create successful collaborations. We would also like to acknowledge the financial contribution of FedNor, which makes these events possible. With this contribution, we can strengthen the dialogue among the different areas of the Temiscamingue region, which is critical since our region is made up of one (1) lake, two (2) provinces and three (3) cultures.



The next meeting will be held in the fall of 2018 in the Ontario area of the Temiscamingue region and is open to anyone who wishes to attend.

-30-

Media Request: Anne-Marie Loranger  
Building Ties Temiskaming  
705-647-5771  
[tdlt.btt@gmail.com](mailto:tdlt.btt@gmail.com)

Jean-Claude Carrière  
ACFO-Témiskaming  
705-647-6015  
[acfotem@ntl.sympatio.ca](mailto:acfotem@ntl.sympatio.ca)







**TIMISKAMING  
HOME SUPPORT / SOUTIEN A DOMICILE**

P.O. Box 428  
367 Sutherland Way  
Haileybury, ON P0J 1K0

C.P. 428  
367 Sutherland Way  
Haileybury, ON P0J 1K0

Tel: 705-672-2254

\*

1-800-361-5820

\*

Fax: 705-672-2635

\*

[www.homesupportservices.ca](http://www.homesupportservices.ca)

March 22, 2018

Dave Treen and Tammy Caldwell  
325 Farr Drive  
Box 2050  
Haileybury, ON P0J 1K0

Good afternoon:

Timiskaming Home Support is hosting a Lobster or Chicken Dinner and Dance Fundraiser on Saturday, June 23<sup>rd</sup> at the Haileybury Arena. We have checked with Mr. Langford and the capacity is 1,150 persons. This is a community fundraiser which will include multiple community partners. For example the Tri-Town Ski Village, Community Living, Physician and recruitment committee, to name a few.

As the city is involved with this fundraiser I am respectfully requesting the assistance from your City in the setting up and delivering of tables and chairs to and from the arena. We have requested the arena from June 18<sup>th</sup> to June 24<sup>th</sup> inclusive and have received documentation from the City with regards to insurance etc. and will provide required documentation. Further, we are requesting use of the kitchen in the hall rental area.

We request that the Haileybury Curling Club and City Hall parking lots be blocked off as we would like to have our volunteers parking in these areas. Wayne Stratton will be the contact person for the parking set up and removal. He can be contacted at 705 545-0757.

We will be asking our guests to park at the Haileybury baseball fields and the former Trottier grocery store. They will be driven down and back from the arena for the event. We would like to request the front of the arena and side be blocked off from traffic to allow for disabled parking.

As we have never held an event of this size we would very much appreciate your suggestions and guidance. We thank you for your assistance and if you require anything further please contact us.

Respectfully,



Wayne Stratton  
Chair, Timiskaming Home Support Board of Directors



Bonny Koistinen  
Community Fundraiser Lead



Lion Bill Brookfield  
P. O. Box 1306  
Haileybury, Ontario. POJ 1K0  
March 16, 2018

Mayor and Council  
City of Timiskaming Shores  
Box 2050  
Haileybury, Ontario  
POJ 1K0

Dear Mayor and Council:

On behalf of the New Liskeard Lions Club I would like to thank you and your staff for the support you gave us for our First Annual Wabi River Kayak Challenge last August. We felt that, for the first year of the event, it was a success and the feedback we received from those that participated was positive.

Your assistance with everything from allowing us to close certain streets, granting us permission to use certain city owned properties, preparing the river side for the viewing venue and giving us input during the planning meetings were all appreciated. The financial contribution the City made to help us market the event was also very important. One cannot forget the various councilors who participated in the, "Celebrity Race", one of which won the event. I hope there is a rematch.

We have already starting the planning of the Second Annual Wabi River Kayak Challenge which is planned for August 17<sup>th</sup> and 18<sup>th</sup>. We are approaching our sponsors and have arranged advertising for the event both locally and beyond. Our website and our Facebook page have also been updated for the 2018 event. There are a few changes in the structure of the day being implemented to improve the efficiency of the event. and plan to add a "Family Paddle" into the program as well as more activities that will entertain those present during the day.

We are again looking for the support of the Mayor and Council as well as the city staff as we plan and hold this event. Our next meeting is on April 12, 2018 at the Chamber of Commerce, if anyone cares to attend and if you would like a Lion to attend a Council Meeting please let me know.

To date we foresee the following needs:

1. Assistance with the relocation of 4 sets of bleachers from the east side of the riding ring to the city owned land on Sharpe St. facing the river. The Fall Fair Board has been approached for permission to use these bleachers.
  
1. Street Closures:
  - a) Sharpe St. from Armstrong to Riverside Place. Most of the events and displays would be held/viewed on Sharpe Street. For safety's sake we would like to close Sharpe St. from Armstrong St. to Riverside Place. We would leave enough room for vehicles to access the loading area at Riverside Place from the Whitewood entrance.
  - b) May St. from the fenced area at Precision Auto to Sharpe St.
  - c) The exit onto Sharpe St. from the alley that runs between Whitewood Ave. and Sharpe St.
  - d) The racers will also be accessing the river using the ramp and docks at the mouth of the Wabi River, and they will need a place to park their vehicle. For this purpose, we would like to restrict parking on the river side of Murray Street to race participants only.
2. The Lions Club also request the use of your mobile stage as we will be having live music and a bar on Friday evening and Saturday.
3. The Inflatables and Rock Climbing Wall will be placed on the grass in the area known as Lands' End. Closer to the lake in the Lands' End area would be the Tent Sites for any participants who wish to Camp.
4. For any that show up with an RV we would place them in the parking lot area across from the arena behind the equipment shed. If that area is too small to meet the demand we would request access to the parking area at the corner of Montgomery and Fleming Drive.
5. As these plans are preliminary, we may require additional space for the displays. We feel that the grassy area by the riding ring and the alley way behind the curling ring would be well suited for this. If this occurs we may need to approach you for additional road closures to insure safe access to this area.
6. We would again request financial assistance to aid us with the marketing costs as you provided last year.

Sincerely



W. E. Brookfield

New Liskeard Lions Club

**TRI TOWN SKI & SNOWBOARD VILLAGE**

Box 1598

New Liskeard, ON P0J 1P0

[www.tritownskivillage.ca](http://www.tritownskivillage.ca)

[info@tritownskivillage.ca](mailto:info@tritownskivillage.ca)



Wednesday March 28<sup>th</sup>, 2018

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

**RE: FROG'S BREATH FUNDING**

Dear Mayor and Council,

The Tri Town Ski and Snowboard Village has applied to the Frog's Breath Foundation for \$56,000 in order to expand our tubing hill and install a lift system.

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Lorna Desmarais', with a small flourish at the end.

Lorna Desmarais  
Tri Town Ski and Snowboard Village Vice President



**John Vanthof**  
MPP/député Timiskaming-Cochrane



March 21, 2018

Ministry of Community Safety and Correctional Services  
18<sup>th</sup> Floor, George Drew Building  
25 Grosvenor Street  
Toronto, Ontario  
M7A 1Y6

Dear Minister Lalonde;

I am writing to address concerns raised both formally and in conversation by volunteer fire departments across my riding. The new regulation that requires certification for all firefighters is raising serious concerns regarding its effect on countless volunteer fire departments in my riding and across the Province. It is a priority to ensure that regulation changes do not impede or decrease fire protection services for Ontarians, especially in rural and northern parts of the Province, which could be an outcome with this regulation change. Currently, both professional and volunteer firefighters are trained to meet or exceed the National Firefighter Protection Association's (NFPA) standards. For the thousands of volunteer firefighters, training to meet national standards has been completed during evening and weekend sessions, scheduled around full time employment and family responsibilities. Certification is an added step which may force volunteers to walk away from their firefighter positions because the time commitment to become certified is not possible or realistic.

In my riding, there are 27 organized municipalities but just 3 towns have paid firefighters. Those three communities have composite forces that include professional firefighters and volunteers while the other 24 communities; consisting of towns, villages and townships, rely solely on volunteers. In most of these communities, no other emergency service exists, no OPP station or ambulance bay, no hospital or medical clinic so the volunteer fire department becomes the only source of emergency response. In many communities, these valuable fire departments are first responders for thousands of miles of Northern highways, when an accident occurs, they are the units the OPP and ambulance services depend upon for crucial assistance.

---

**Queen's Park** - Room/Bureau 156, Main Legislative Building/Édifice de l'Assemblée législative, Queen's Park, Toronto, ON, M7A 1A5 • Tel/Tél. : 416-325-2000 • Fax/Télécop.: 416-325-1999 • email/cour.: jvanthof-qp@ndp.on.ca

**Community Office** - Pinewoods Center, 247 avenue Whitewood Ave., Unit/Unité 5, Temiskaming Shores, • Tel/Tél. : 705-647-5995 • Fax/Télécop. : 705-647-1976 • toll free/sans frais : 1-888-701-1105 • email/cour. : jvanthof-co@ndp.on.ca **Mailing Address** - PO Box 398, New Liskeard, ON, P0J 1E0





**John Vanthof**  
MPP/député Timiskaming-Cochrane



Based on our discussion in the legislature, I understood the concerns raised by Ontario's volunteer firefighters had been addressed by the technical table formed to review the certification regulation. It appears that small municipalities with volunteer brigades were not consulted and many were unaware of the comment period until it was concluded. Because of the haste in moving this regulation to implementation, many small departments that meet on a monthly or bimonthly basis did not get the opportunity to have their concerns addressed.

Minister, I urge you to refrain from altering the regulations regarding certification of volunteer firefighters until the true impact on rural Ontario is fully investigated and measures taken to ensure that service in rural areas is not reduced or lost entirely.

Thank you for the consideration of my request and I look forward to your response.

Regards,

John Vanthof  
MPP, Timiskaming-Cochrane

CC – Township of James  
City of Temiskaming Shores  
Township of Larder Lake  
Kenogami & District Volunteer Fire Brigade  
Northeastern Ontario Municipal Association (NOEMA)  
Markstay-Warren Fire Department  
Municipality of West Nipissing

**TEMISKAMING MUNICIPAL ASSOCIATION**

**AGENDA - REGULAR MEETING**

**DATE:** MARCH 22<sup>nd</sup>, 2018

**TIME:** 6:30 P.M.

**PLACE:** EARLTON RECREATION CENTRE

**1. OPENING OF MEETING**

**2. DELEGATION:**

- Commander Brent Cecchini – Temiskaming Detachment
- Bill 175 – Safer Ontario Act, 2017
- Age Friendly Group (Danielle)

**3. ADOPTION OF PRECEDING MINUTES**

**4. CORRESPONDENCE:**

- Achievement Award
- Malcom Lenton
- FONOM (2)
- East Link Draft Report – Ontario Energy Board
- Survey
- Latchford Motions (2)
- Integrity Commissioner List
- East Link / Mayor Kidd
- February Bank Rec.

**5. DISCUSSIONS:**

- George Lefebvre - All Aboard Northern Ontario
- Danny Whalen – Eastlink submission
- Charlton/Dack re low assessment
- Integrity Commissioner / By – law officer / TMBA
- Light on corner of Highway 11 and Highway 562
- In-house training Bill 68 & Bill 148
- Hydro outages
- MTO re de-icing highways

**6. OTHER BUSINESS:**

-

**7. ADJOURNMENT**

**TEMISKAMING MUNICIPAL ASSOCIATION**

**REGULAR MEETING**

**MARCH 22, 2018**

	<b>MEMBER</b>	<b>MEMBER</b>
<b>Armstrong</b>		
<b>Brethour</b>		
<b>Casey</b>		
<b>Chamberlain</b>		
<b>Charlton/Dack</b>		
<b>Cobalt</b>		
<b>Coleman</b>		
<b>Englehart</b>		
<b>Evanturel</b>		
<b>Harley</b>		
<b>Harris</b>		
<b>Hilliard</b>		
<b>Hudson</b>		
<b>James</b>		
<b>Kerns</b>		
<b>Kirkland Lake</b>		
<b>Larder Lake</b>		
<b>Latchford</b>		
<b>Matachewan</b>		
<b>McGarry</b>		
<b>Temagami</b>		
<b>Tem. Shores</b>		
<b>Thornloe</b>		
<b>Speaker</b>		



**March 22, 2018**

**Meeting opened at \_\_\_\_\_ pm.**

**Moved by:**

**Seconded by:**

**That the minutes of the Regular Meeting of March 22<sup>nd</sup>, 2018 be approved.**

**DELEGATION:**

**Commander Brent Cecchini – Temiskaming Detachment:**

-

**Age Friendly Group:**

**Danielle:**

-

**Danny Whalen:**

- **Eastlink Submission**

**George Lefebvre:**

- **All Aboard Ontario**
- **Integrity Commissioner / By-law official**

**CORRESPONDENCE:**

-

**DISCUSSIONS:**

**Charlton/Dack**

**Low assessment / Merrill Bond:**

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 yet.

**Hydro outages**

Nothing yet.

**3-Lane highways / Carman Kidd**

Nothing new.

March 22, 2018

**OTHER BUSINESS:**

**Bank Reconciliation:**

Moved by:

Seconded by:

That the meeting of March 22<sup>nd</sup>, 2018 be adjourned at \_\_\_\_\_ pm.

*Executive meeting on \_\_\_\_\_ at 6:30 pm at the Earlton municipal office.*

*TMA meeting on May 30<sup>th</sup>, 2018 at 6:30 pm at the Earlton Recreation Centre.*

**TMA EXECUTIVE**  
**AGENDA - SPECIAL MEETING**

**DATE:** FEBRUARY 22<sup>nd</sup>, 2018

**TIME:** 6:30 P.M.

**PLACE:** EARLTON MUNICIPAL COMPLEX

**1. OPENING OF MEETING**

**2. DISCUSSIONS:**

- Charlton/Dack re low assessment
- Light on corner of Highway 11 and Highway 562
- In-house training Bill 68 & Bill 148
- Hydro outages
- MTO re de-icing highways
- Age Friendly Group
- List of all pits in townships
- Ontario Provincial Police
- Integrity Commissioner / By – law officer (details of expectations...)
- Proposals

**3. OTHER BUSINESS:**

**4. ADJOURNMENT**

# TEMISKAMING MUNICIPAL ASSOCIATION

## EXECUTIVE MEETING

FEBRUARY 22, 2018

**PRESENT:** Lois Perry; George Lefebvre; Larry Craig; Pat Kiely;

**Secretary:** Reynald Rivard

Meeting opened at 6:30 pm.

### DISCUSSIONS:

- **Aggregate Act correspondence**  
**Reynald will send email to all clerks to submit a list of all known pits in their municipality.**
- **Ask if there is interest in shared services for a By-law official.**  
**Reynald will send email to all clerks asking for those with interest in a By-law officer and Integrity commissioner to respond by March 16, 2018.**  
**George to write a draft job description on both positions.**
- **Possibly obtain training as a group. i.e. Bill 68 / Bill 148**  
**Reynald will send email to all clerks asking for those with interest in training on Bill 68.**
- **Revisit lighting on corner of Highway 11 and Highway 562.**
- **Have someone from MTO on results of their testing new chemicals as de-icer and for snow removal. Roads seem to be worse from the Nine Mile corner heading north compared to the Nine Mile corner heading south.**  
**Lois will attempt to have someone from Ministry of Transport to give us an update.**
- **Recurring hydro outages**  
**Lois to follow up.**
- **Charlton/Dack re low assessment**  
**Lois to follow up with Paul Cassan of Wishart Lawfirm**
- **Ontario Provincial Police**  
**Reynald will invite someone to explain billing, give update....**
- **All Friendly Group**  
**Lois will follow up with Carman Kidd**

**February 22, 2018**

- **Next meeting**  
March 22, 2018

**Next Executive meeting will be on May ???, 2018 at 6:30pm.**

**TMA meeting on March 22, 2018 at 6:30 pm at the Earlton Recreation Centre.**

**Meeting adjourned at 7:30pm**

# **TEMISKAMING MUNICIPAL ASSOCIATION**

## **AGENDA - REGULAR MEETING**

**DATE:** JANUARY 25<sup>th</sup> 2018

**TIME:** 6:30 P.M.

**PLACE:** EARLTON RECREATION CENTRE

- 1. OPENING OF MEETING**
- 2. DELEGATION:**
  - Pauline Desroches (MNRF)
  - Wayne Miller
- 3. ADOPTION OF PRECEDING MINUTES**
- 4. CORRESPONDENCE:**
  - FONOM (2)
- 5. DISCUSSIONS:**
  - Charlton/Dack re low assessment
  - Integrity Commissioner / By – law officer
  - Light on corner of Highway 11 and Highway 562
  - In-house training Bill 68 & Bill 148
  - Hydro outages
  - MTO re de-icing highways
- 6. OTHER BUSINESS:**
  - Éric Boutilier re All Aboard Northern Ontario
  - December 2017 Bank Reconciliation
- 7. ADJOURNMENT**

**TEMISKAMING MUNICIPAL ASSOCIATION**

**REGULAR MEETING**

**JANUARY 25, 2018**

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

**January 25, 2018**

**Meeting opened at 6:32 pm.**

Moved by: Jacques Fortin  
Seconded by: Carman Kidd

That the minutes of the Regular Meeting of November 30<sup>th</sup>, 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 Aggregates 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 Aggregates Resources Act.
- Each municipality needs to prepare a list of all pit 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 is 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)

**FONOM UPDATE**

**Danny Whalen**

- Commented of the two communiques received from FONOM



**January 25, 2018**

**DISCUSSIONS:**

**Charlton/Dack**

**Low assessment / Merrill Bond:**

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 yet.

**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 yet.

**3-Lane highways / Carman Kidd**

Nothing new.

**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 22<sup>nd</sup>.

**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: George Lefebvre

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,

**January 25, 2018**

**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

Moved by: Earl Read  
Seconded by: Merrill Bond

That the meeting of January 25<sup>th</sup>, 2018 be adjourned at 9:00 pm.

Carried

*Executive meeting on February 22<sup>nd</sup> at 6:30 pm at the Earleton municipal office.*

*TMA meeting on March 29<sup>th</sup>, 2018 at 6:30 pm at the Earleton Recreation Centre.*



# Bill 175 - Safer Ontario Act, 2017

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Submission to the Standing Committee on Justice Policy

February 12, 2018

Democratically elected local officials must provide for the full range of municipal services that keep Ontarians safe and healthy. That includes, but is not limited to, the financial needs of police services across the province and the OPP's municipal mandate.

Ontarians pay the highest policing costs in the country. Most of those dollars come from municipal property taxpayers. Ontarians also pay the highest property taxes in the country. In 2015-16, per capita spending in Ontario was \$362 while the provincial average across the country was \$328. If spending in Ontario matched the average of all provinces, Ontarians would be \$469 million richer. Those dollars could provide many of the local services that keep people safe and healthy.

Much of what has driven the cost of policing in Ontario is the legislation that governs policing. As a result, legislation that enables improvements to the efficiency and effectiveness of policing has been a key goal of municipal elected officials for many years. There are some changes in Bill 175 will advance the agenda to modernize policing, particularly with respect to oversight. But there are equally some elements of the Bill which will drive municipal costs and police budgets even higher.

The comments in this submission are focused on Schedule 1. The Association of Municipalities of Ontario (AMO) supports the measures included in Schedules 2-4 which focus on oversight agencies and processes. These measures will enhance public confidence in policing and oversight.

AMO also supports the themes within the submission of the Ontario Association of Police Service Boards (OAPSB). More specifically, Police Service Boards should be assured access to professional advice when at the bargaining table negotiating collective agreements. Boards must be empowered to delegate this authority to professionals as is the case for other employers. In addition, a Board's strategic plan must also be a required factor to be considered in an arbitrator's ruling, not just adequacy standards. If a Board's strategic plan is deemed irrelevant, Boards will not be able to govern.

What follows below are some other areas of the bill that need to be amended and are of keen interest to municipal leaders:

**1. Mandating municipalities to develop Community Safety and Well-Being Plans (Part VIII, Section 187)**

**Proposed Municipal Changes:**

1. Limit the scope of this mandate based on the size of a municipality or where an acute local public safety need exists.
2. Require participation of the Police Chief (or police service representatives).
3. Instead of legislation that punishes municipalities for non-compliance, encourage the development of such plans through outreach and financial support.

AMO supports the objectives of Community Safety and Well-Being planning on a voluntary basis. Pilot projects where such plans have been developed have demonstrated success precisely because of the voluntary participation of all partners. AMO supports the Ministry's development of a grant program or other means that supports the voluntary municipal development of Community Safety and Well-Being plans.

However, Bill 175 compels municipalities to bring various groups to the table over which municipal councils have little or no direct control. Specifically, the Bill prescribes that participants shall include

community service representatives from LHINs, health care, education, social services, child services, an elected official, and a police service board member. A notably absent participant is anyone from the police service itself. If the purpose of such a plan is to align community and policing services to achieve public safety objectives, the police service should also be present. If other groups are to be prescribed in legislation, so too should a representative from the police service. This is a key feature of existing community safety plans.

The Bill will require Councils to provide the Minister with information respecting the preparation, adoption or implementation of a plan. However, many of the representatives listed above, are provincial employees and not municipal employees. Thus, a Council's compliance with this section of the Bill (195.1), including implementation, will not be determined by a Council or its municipal employees. An errant individual or agency, wholly unrelated to the municipality, could hold a plan's implementation and a Council hostage by choosing not to participate. Legislative direction should be given to these provincial agencies to compel their participation or the scope of the mandate should be limited.

Under the Bill, a failure to implement a plan has consequences for elected officials. It means that the Minister has the power to appoint an individual with the powers of a Council. This is contrary to democratic values and the principles of responsible government.

Finally, there are practical considerations to imposing a one size fits all mandate for all 444 municipalities. Significant staff capacity limitations exist for many communities. For example, 190 municipalities have six or less full time administrative staff, 11 municipalities have only one full time administrator.

## **2. Civilianization (Use of Personnel, Part III, Section13)**

### **Proposed Municipal Changes:**

1. Permit the civilianization of court security and prisoner transportation functions.
2. Permit the civilianization of all specific functions listed in the Bill to include corporate entities.
3. Permit the civilianization of minor property offences, directing traffic, and crime scene security.

The ability to reduce costs is incumbent, in part, on ensuring officers are performing the critical public safety functions which require a sworn, armed officer. AMO supports the involvement of other public safety personnel to deliver public safety services. AMO's Policing Modernization Paper stated:

**"A safe and secure community depends on multiple organizations and professions, not just the police. Security is built upon a broad safety and security web including private security, local health professionals, community groups, and municipal, provincial and federal government agencies. It is the effective functioning of this web which will deliver better, more efficient and effective public safety outcomes, not just police."**

For examples of how the security web operates, one can look to the 2010 Vancouver Olympics or Ontario's hosting of the 2015 Pan American Games. A new model of policing will incorporate the growth and presence of private security, the growing involvement of social service and health care workers, and agencies with appropriate civilian oversight and governance. To that end, AMO

supports the public safety functions listed in Bill 175 which could be provided by non-police personnel.

However, additional functions should also be listed. They include: ground services for missing persons, some types of minor property offences like break-ins or vehicle theft (not in progress), directing traffic, and crime scene security. The government's intent on delivering civilianization should be clarified with these additions and the accompanying permissive regulations.

### **3. Consolidation of OPP Police Service Boards and Role (Schedule 1, Part V)**

#### **Proposed Municipal Changes:**

1. Provide assurance in law that all municipalities will be represented on OPP Boards.
2. Provide some greater assurance in law that powers of an OPP Board are as similar as possible to those of an own-force board.
3. The OPP Police Governance Advisory Council should establish a mechanism to receive and provide advice to the Minister of Community Safety and Correctional Services and the President of the Treasury Board with respect to the fiscal position of municipal governments to inform the government's bargaining position with the Ontario Provincial Police Association.

Bill 175 would reduce the number and consolidate all existing OPP community policing advisory committees (non-contract or Section 5.1) and OPP police service boards (contract or Section 10) into one board per OPP detachment. In effect, this would eliminate nearly 100 OPP boards. The composition of OPP detachment boards shall be provided for in regulations. The functions of a board shall be the same as for other police service boards and shall continue to include the selection and monitoring the performance of the detachment commander. The detachment commander shall be responsible for the development of a "local action plan" (comparable to the strategic plan for other boards) and "consult" with the detachment board in its development. Similar to other boards, budget disputes between a council and a board would be referred to arbitration.

The elimination of nearly 100 OPP boards will put much more distance between a community, its board, and the police. Policing is fundamentally local. This proposal creates a significant logistical challenge. Detachment boundaries should not be the starting point for determining board boundaries. The importance of giving all municipalities a voice in policing needs to be emphasized, especially considering the public dollars which councils seek from the public to provide policing services. To that end, any consolidation of Boards should be done in a manner that provides for the representation of all municipal councils and regulations should prescribe how differences in service levels (and costs) between communities will be managed.

In addition, an OPP Police Governance Advisory Council would be established to advise the Minister on the responsibilities of the Commissioner. This proposal touches on recommendations made by AMO's Policing Modernization Paper related to establishing such a body. The Governance Council should also include the mandate to provide the Minister of Community Safety and Correctional Services and the President of the Treasury Board with advice regarding the fiscal position of municipal governments to inform the government's bargaining position with the Ontario Provincial Police Association.

#### **4. Police Service Boards (Part IV, own force)**

##### **Proposed Municipal Changes:**

1. Either mandate diversity plans for both police service boards and police services or strike diversity plan requirement for boards.
2. Require in law that the provincial government expedite the appointment of its representatives to boards and in so doing, increase the diversity on a Police Service Board. This is consistent with the findings of shortcomings and delays noted by the Auditor General of Ontario's report on Public Appointments.
3. Diminish restrictions on former police officers servicing on a board to within one year of employment by a service.

In the context of the heavily prescribed police service board composition (municipal elected officials, provincial government appointees, and one council appointee), in effect, the applicability of a diversity plan would only apply to a council's sole community representative appointee. Therefore, this is not an effective means to broaden the diversity of boards. Elected municipal councils are entrusted with making a broad range of appointments to a long list of bodies already, including police service boards.

Expedited provincial appointments to police service boards would greatly improve governance, increase diversity, and maintain quorum. Legislation should establish minimum standards on the timeliness of provincial appointments.

The limits on former police officers serving on boards are unnecessarily restrictive and infringes on their rights as private citizens. Such limits should be eliminated after one year.

#### **5. Establishment of a Provincial Inspector General (Part VI)**

##### **Proposed Municipal Changes:**

1. Supporting boards in fulfilling their function should be a mandate of this office.
2. The Inspector General should be an independent office of the Legislative Assembly.

One of the primary roles prescribed in legislative seems to be devoted to monitoring and inspecting boards. The role should also include supporting boards in fulfilling their mandates including the development of strategic plans, determining new OPP police service boards' composition, supporting the expedited appointment of provincial appointees, and supporting mandatory board training programs.

#### **6. Suspension without Pay (Part IX, Section 150)**

##### **Proposed Municipal Changes:**

1. AMO support further amendments which ensure the ability of a Chief to maintain discipline within the police service.

It is unlikely that the suspension without pay provisions in Bill 175 will meet the public's expectations of equity and fairness. Chiefs have expressed concerns with the restrictiveness and limitations of the suspension without pay provisions, AMO urges further action in this regard.

## **7. Waterways Policing (Part III, Section 6)**

### **Proposed Municipal Changes:**

1. Provide greater legislative clarity to avoid overlap with waterways currently policed by the OPP.

As written Bill 175 will expand requirements for all municipalities to build waterways policing capacity. This represents an unnecessary duplication of service with potentially significant cost implications.

### **Conclusion**

In the words of Justice Stephen T. Goudge, QC who authored a paper on the future of policing: "Police services must adapt if they are to improve the effectiveness and efficiency with which they deliver safety and security." Municipal leaders are seeking legislative change that promotes the effective and efficient delivery of public safety and policing into the future.

A multitude of services are needed to build safe and healthy communities. Local elected officials and municipal governments must oversee the financing and delivery of many services that Ontarians rely on everyday. This includes policing indirectly, among others. The contributions of the Association of Municipalities of Ontario and local elected officials are from this broader context. This is the time to look at the fundamentals upon which police services have been built, and lay the foundation for long-term sustainability and quality delivery into the future.



## Reynald Rivard

---

**From:** Lois Perry <loisperry@northernontario.ca>  
**Sent:** February-13-18 9:30 AM  
**To:** George Lefebvre  
**Subject:** CONGRATS!!!!

Good Morning George,

Congratulations you on your Lifetime Achievement Award.

Your continuous dedication and hard work over the years makes you a deserving candidate for this honour. But, your years of blood, sweat and tears while working on the replacement of the damn and making it absolutely concrete that an access road for ATV's, snowmobiles and emergency vehicles would be a part of the deal has opened up our entire area and will forever keep us connected.

You are our hero...Thank You and Congrats again.

Lois xo

---

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<http://www.avg.com>



35 - 10th Street,  
 PO Box 546 / C.P. 546  
 Earleton, Ontario POJ 1E0  
 Tel: 705-563-2375  
 Fax 705-563-2093

Moved by: George Lefebvre  
 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,

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

Twp. of Armstrong	Twp. of Charlton/Dock	Twp. of Eanturel	Twp. of Hudson	Town of Larder Lake	Mun. of Temagami
Twp. of Brethour	Town of Cobalt	Twp. of Harley	Twp. of James	Town of Latchford	Temiskaming Shores
Twp. of Casey	Twp. of Coleman	Twp. of Harris	Twp. of Kearns	Twp. of Matachewan	Village of Thornloe
Twp. of Chamberlain	Town of Englehart	Twp. of Hilliard	Town of Kirkland Lake	Twp. of McGarry	



**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 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

TOWN OF LATCHFORD  
RESOLUTION

MOVED BY: S Green

No.: 15/031

SECONDED BY: P. R. [Signature]

Date: March 15<sup>th</sup> 2018

Whereas all of Northeastern Ontario have suffered for reliable and safe passenger service out of the North since the cancellation of the Northlander train services,

And whereas those seeking election to the Legislature throughout the northeast are all stressing their belief that they support the restoration of this vital service,

And whereas with a provincial election to be held on June 07 now is the time to have a plan in place for its restoration that can be provided to election candidates in the northeast so that they can knowledgably lobby their fellow party members post election to restore this much needed essential service,

And whereas the "All Aboard Northern Ontario, Northlander conceptual plan" with a preliminary budget of \$10,000 can provide that level of knowledge and insight to realize the needed effective lobbying to garner the required support for the restoration of this essential, vital passenger transportation to this area.

Therefore be it resolved that the Council for the Corporation of the Town of Latchford agree to support the creation of the stated Northlander conceptual plan with a contribution of \$500,000

And further, encourage the TMA, NEOMA and their member municipalities to further contribute until aforementioned budget is realized and conceptual plan can be completed in a timely manner.

Carried

Amended

Defeated

[Signature]  
Signature of Presiding Officer

DIVISION VOTE

FOR

AGAINST

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Declaration of Pecuniary Interest/Conflict of Interest

\_\_\_\_\_  
declared interest, abstained from discussion and did not vote on the question.

\_\_\_\_\_  
Clerk-Treasurer

From: Lois Perry

Yes..okay, that makes sense.

Thanks

On 2018-02-23, at 3:38 PM, George Lefebvre wrote:

No Lois, the worst case scenario is that if Cobalt overloads him as in the past, we might have to ask them to opt out.

My thoughts only,

George

**From:** Lois Perry [<mailto:loisperry@northernontario.ca>]

**Sent:** February 23, 2018 11:32 AM

**To:** George Lefebvre

**Cc:** 'Patrick Kiely'; 'Larry Craig'; 'Reynald Rivard'

**Subject:** Re: Conversation with Malcolm Lenton

Thanks George.

When you say "he seems reluctant" Do you think that we could loose him?

On 2018-02-23, at 11:24 AM, George Lefebvre wrote:

Hi All;

I had a chat with Malcolm this morning and he is good to go. That is the good news! I bounced off him whether his rates (\$75 per month retainer, \$25 per hour and .45 cents per km) would differ with say 10 or 15 municipalities retaining his services. He seems reluctant to move and some of that could stem from his concerns about the demands being placed on him by Cobalt. I explained how his services would be umbrella-ed under the TMBA and he was very receptive to that. I also explained that while we were very interested in retaining him as our Integrity Commissioner our initial effort is in the Building Inspector role. I further pointed out that our next TMA meeting is on the 22<sup>nd</sup> and we hoped to be able to formalize his hiring as soon as practicable after that.

Hope this covers what I was supposed to discuss and I am working on that job description.

Have a great weekend all,

George



**MENU**

Reports & Positions

## ***Integrity Commissioner List***

Policy Blog (/Advocacy-Policy/Policy-Updates)

Reports & Positions (/Advocacy-Policy/Reports-Positions)

In June of 2017 the Government of Ontario passed Bill 68, the *Modernizing Ontario's Municipal Legislation Act*. Bill 68 requires that every municipality in Ontario provide its citizens access to an integrity commissioner.

As part of its mission to support the implementation of this new legislation, AMCTO has created and committed to maintaining this database of integrity commissioners.

If the integrity commissioner for your municipality is missing or incorrect, please email us (<mailto:emuller@amcto.com?subject=Updated%20Integrity%20Commissioner>).



<b>Municipality</b>	<b>Integrity Commissioner</b>
City of Barrie	Suzanne Craig
City of Brampton	Guy Giorno
City of Brantford	George Rust-D'Eye
City of Cambridge	Richard Russell
City of Dryden	Guy Giorno
City of Guelph	Robert Swayze
City of Hamilton	George Rust-D'Eye
City of Kingston	Principles Integrity
City of London	Gregory F. Stewart
City of Markham	Donald Cameron
City of Mississauga	Principles Integrity
City of Orillia	Nigel Bellchamber
City of Ottawa	Robert Marleau
City of Sarnia	Robert Swayze
City of St. Catherines	John Mascarin
City of St. Thomas	Mark McDonald
City of Toronto	Valerie Jepson
City of Vaughan	Suzanne Craig
City of Waterloo	Deborah C. Anshell
City of Welland	Harold Elston
City of Windsor	Bruce Elman
County of Brant	Melinda Munro
County of Bruce	Harold G. Elston
County of Dufferin	Guy Giorno
County of Elgin	John Maddox
County of Essex	Robert Swayze
County of Frontenac	Ron Price
County of Lambton	John Mascarin
County of Oxford	Gregory F. Stewart
County of Prince Edward	Robert Swayze

County of Renfrew	Guy Giorno
Municipality of Arran-Elderslie	Harold G. Elston
Municipality of Bluewater	Lisa Korab
Municipality of Central Huron	Valerie M'Garry
Municipality of Chatham Kent	Paul Watson
Municipality of Clarington	Guy Giorno
Municipality of Dutton/Dunwich	John Maddox
Municipality of Killarney	George Rust-D'Eye
Municipality of Lambton Shores	George Rust-D'Eye
Municipality of Leamington	Robert Swayze
Municipality of Middlesex Centre	Gregory F. Stewart
Municipality of North Grenville	Tony Fleming
Municipality of North Perth	Gregory F. Stewart
Municipality of North Middlesex	Gregory F. Stewart
Municipality of Oliver Paipoonge	Darrell Matson, Tim Commisso, and Sheelagh Hendrick
Municipality of Port Hope	Robert Swayze
Municipality of Sioux Lookout	Warren L. Paulson
Municipality of South Dundas	Robert Swayze
Municipality of South Huron	Lisa Korab
Municipality of Southwest Middlesex	Gregory F. Stewart
Municipality of Thames Centre	Gregory F. Stewart
Municipality of Trent Hills	John Ewart
Municipality of West Elgin	John Maddox
Municipality of West Nipissing	George Rust-D'Eye
Region of Durham	Guy Giorno
Region of Niagara	Edward T. McDermott
Region of Peel	Robert Swayze
Town of Amherstburg	Bruce Elman
Town of Amprior	William Hunter
Town of Aylmer	John Maddox
Town of Blue Mountains	Suzanne Craig and Janet Leiper

Town of Bracebridge	Robert Swayze
Town of Caledon	John Fleming
Town of Carleton Place	Robert Swayze
Town of Carleton Place	Robert Swayze
Town of Erin	Robert Williams
Town of Essex	Robert Swayze
Town of Grand Valley	Guy Giorno
Town of Huntsville	Robert Swayze
Town of Ingersoll	Gregory F. Stewart
Town of Innisfil	John Mascarini
Town of Kingsville	Robert Swayze
Town of Kirkland Lake	Michelle Loach
Town of LaSalle	Robert Swayze
Town of Leamington	Robert Swayze
Town of Milton	Robert Swayze
Town of New Tecumseth	John Mascarini
Town of Newmarket	Robert Swayze
Town of Oakville	Robert Swayze
Town of Orangeville	Guy Giorno
Town of Parry Sound	Harold Elston
Town of Prescott	Andrew Tremayne
Town of Richmond Hill	Nigel Bellchamber
Town of Shelburne	Guy Giorno
Town of the Blue Mountains	Suzanne Craig and Janet Leiper
Town of Tecumseh	Robert Swayze
Town of Wasage Beach	Robert Swayze
Town of Whitby	Guy Giorno
Town of Whitchurch-Stouffville	Suzanne Craig
Township of Bonnechere Valley	Jack Rosien
Township of Brock	Guy Giorno
Township of Conmee	Sheelagh Hendrick

Township of East Zorra-Tavistock	Gregory F. Stewart
Township of Edwardsburgh/Cardinal	Andrew Tremayne
Township of Elizabethtown-Kitley	Cunningham and Swan
Township of Georgian Bay	Suzanne Craig
Township of Gillies	Ian Robson
Township of Huron-Kinloss	Barry Johnston
Township of Lake of Bays	Robert Swayze
Township of Madawaska Valley	Jack Rosien
Township of Manitouwadge	Nigel Bellchamber
Township of Melancthon	Guy Giorno
Township of Mulmur	Mary MacLachlan
Township of Muskoka Lakes	Robert Swayze
Township of Nairn and Hyman	Wayne Ashton
Township of O'Connor	Sheelagh Hendrick, Darrell Matson, Tim Commisso
Township of Otonabee-South Monaghan	John Ewart
Township of Perth East	Gregory F. Stewart
Township of Pickle Lake	Paul S. Heayn
Township of Ramara	George Rust-D'Eye
Township of Scugog	Guy Giorno
Township of Southgate	Harold Elston
Township of Southwold	John Maddox
Township of Tay	Kristin Elliott
Township of Tehkummah	George Rust-D'Eye
Township of the Archipelago	Harold Elston
Township of Wilmot	Robert Williams
<i>Updated February 9, 2018</i>	

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**ADDRESS**

AMCTO

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Mississauga, ON L4W 5L6 Canada

Phone: 905-602-4294

 ([https://ca.linkedin.com/company/association-of-municipal-managers-clerks-and-treasurers-of-](https://ca.linkedin.com/company/association-of-municipal-managers-clerks-and-treasurers-of-ontario)

[ontario](https://ca.linkedin.com/company/association-of-municipal-managers-clerks-and-treasurers-of-ontario))  ([https://twitter.com/AMCTO\\_Policy](https://twitter.com/AMCTO_Policy))  (<mailto:amcto@amcto.com>)



The Federation of Northern Ontario Municipalities

## Winter Newsletter 2018

**FONOM Membership Fees** – 2018-2019 membership invoices were sent out in December for the upcoming fiscal year. Thank you to those that have already paid their membership fees. The deadline to ensure your municipality remains in good standings is March 31, 2018. We appreciate the continued support of our membership!

**ROMA Conference** – The FONOM Board attended the 2018 ROMA Conference in Toronto and held meetings with the Premier and members of her Cabinet including; Hon. Bill Mauro, Minister of Municipal Affairs; Hon. Glenn Thibeault, Minister of Energy; Hon. Kathryn McGarry, Minister of Transportation; Hon. Michael Gravelle, Minister of Northern Development and Mines; Sue Wong, Parliamentary Assistant to the Minister of Community Safety and Correctional Services; and Joe Dickson, Parliamentary Assistant to the Minister of Natural Resources and Forestry. The FONOM Board also met with the NDP and PC Caucuses.

A number of issues were addressed including railway rights-of-way property taxation, opposition to the fire-medical proposal, concerns over the regionalization of public health units and high electricity costs for municipalities, among other issues. FONOM will continue to hold the parties on any commitments that were made.

**FONOM/MMA Northeastern Municipal Conference** – Planning is underway for the upcoming annual conference taking place May 9, 10 and 11 in partnership with the Ministry of Municipal Affairs and the host community of Parry Sound. The theme of this year's conference is *Leading the Way Through Innovation* and the keynote speaker is Ken Coates, a leading thinker on Canada's future and Canada's Research Chair in Regional Innovation. Registration for delegates, exhibitors and sponsors is now open. Please visit [www.parrysound.ca/fonom-mma](http://www.parrysound.ca/fonom-mma) to register and for further information.

# FONOM

The Federation of Northern Ontario Municipalities

**Meeting of the Board of Directors' held December 12, 2017** – The FONOM Board of Directors' discussed a number of ongoing activities and issues.

- Exemptions made under Bill 148, Fair Workplaces, Better Jobs Act for municipalities was highlighted. This included equal pay provisions for firefighters, outlined in section 9.1 of O. Reg. 285/01.
- A motion was supported requesting amendments be made to the Long Term Care Homes Act that would enable each District Home to raise a mortgage should the Board of Management determine it would be in the best interest of the District Home.
- Passed a motion to remove the requirement of candidates running for municipal office to obtain the signatures of 25 voters in municipalities with less than 4,000 electors as outlined in O. Reg. 101/97. While FONOM appreciated the changes to recognize the challenges in small communities, we believe the requirement should be removed altogether.
- Supported a motion on Zero-Tolerance Against Racism.

**Meeting of the Board of Directors' held on January 12, 2018** – The FONOM Board of Directors' January meeting focused on upcoming events and priorities that FONOM will be addressing in the coming year.

- The Board passed a motion to support the Community Futures Development Corporations (CFDCs) request for enhanced funding.
- The Board discussed the upcoming 2018 Budget Consultations submission and presentation to the Standing Committee on Finance and Economic Affairs.
- The Board also discussed the upcoming provincial election. FONOM has sent a letter to the three main political parties requesting their platforms for Northern Ontario. To date, FONOM has yet to receive a response from the Liberal Party and the New Democratic Party.

**2018 Ontario Budget Consultations** – FONOM President, Mayor Al Spacek, presented to the Standing Committee on Finance and Economic Affairs and addressed a number of issues such as, the need to address the infrastructure deficit by increasing the HST by 1% that would be dedicated to municipal infrastructure. Bill 175, Safer Ontario Act was raised and FONOM highlighted that

# FONOM

not  
action  
in the

The Federation of Northern Ontario Municipalities

enough  
was taken  
legislation

to reduce rising costs of policing as well as concerns with the implementation of several new requirements such as mandatory Community Safety and Well Being plans. FONOM also requested the appropriate resources to address the legalization of cannabis, addressed

high electricity costs to operate municipal facilities, and cost implications of a firemedic model, among others.

**Endangered Species Act** – FONOM along with our partners continue to make efforts with the government on Endangered Species legislation. The government has committed to ensuring that a stakeholder panel will be developed to carefully review policy and legislation to ensure it works for all involved. FONOM will continue to monitor and keep our membership up to date.

**Next FONOM Board Meeting** -The next meeting of the Board of Directors will take place on March 16, 2018.





Dear Mayor Kidd,

I am writing to you on behalf of Eastlink regarding our concerns about recent determinations made by the Ontario Energy Board (OEB) concerning the annual pole attachment fee that communications companies (carriers) like Eastlink pay to hydro utilities in Ontario.

Eastlink is a small communications company who focuses on providing services to small towns and rural Canada. We have been investing millions of dollars into building and expanding our communications networks (both wireline and wireless) across small Northern and Southern Ontario communities (and other parts of Canada) in order to provide Ontarians, our customers, with access to the fastest networks and best communications products and services. Our broadband is now offered to most of our serving areas at speeds of up to 1Gig, and we provide 100s of high definition video channels, as well as phone and expanding mobile service to new areas (bringing wireless competition to more Canadians).

In order to build our networks, we must attach our fibre to telephone poles (rates are determined by the CRTC) and hydro poles (rates determined differently in each province by the provincial utility boards). Because of our rural serving areas where there are fewer homes per street and along highways, we may attach to multiple poles to serve only one home. This means Eastlink's pole-per-home ratio averages to about 1 pole per home served – so, what we pay for pole attachments each month has a direct and significant impact on the cost to provide service to each customer.

Our governments do not want all carriers in Canada duplicating poles throughout the streets in order to build service – as such, poles are essential facilities and owners of poles who invest in them and use them primarily for their own benefit (including having priority over the space), should not be able to profit from the attachments placed by third party carriers. Instead, the costs we pay to attach to poles should be cost-based assessments so that the pole owner is reasonably compensated for only the costs attributable to our attachment being there.

The CRTC process for assessing pole rates is a rigorous cost-based assessment, so we accept that process in establishing pole rates for our attachments (which for Eastlink attaching to Bell Canada poles ranges from \$13-\$18.48/pole per year), but the process recently used by the OEB has resulted in what is an arbitrary rate setting approach, without due process and without any appropriate scrutiny over the cost inputs. In fact, it failed to regard the costs of many other hydro companies whose information was not even provided or reviewed.

The OEB is now considering adopting a province-wide rate of \$52 per pole/ year for all hydros in the province. This is double the average rate for the rest of utility/hydro companies in Canada, and quadruple the rate the CRTC set for the very same pole (but owned by Bell). A \$52 rate per pole means that the pole cost Eastlink must pay to serve an Ontario home will be over \$4/month – not including all other costs for us to build our network, invest in equipment and staff to provide services. It is notable also that our largest competitor, Bell, has a special 'joint use' arrangement with these hydro utilities, so Bell does not have to pay these separate pole rates and face these arbitrary increases. The OEB, however, did not find it relevant to review the special arrangement Bell has with the hydros, in order to ensure that smaller carriers like Eastlink are not subsidizing the hydros and Bell. Not only is this rate appalling, but the OEB proposes in Phase II of its review to allow the hydro companies to charge whatever they like to carriers.

Eastlink has filed our concerns about this proposal with the OEB in a short submission dated February 9, 2018, a copy of which we are attaching for your information. This submission explains the serious flaws with the process in Ontario and urges the OEB to set aside its proposed rate. In fact, Eastlink believes in light of the conflict between the mandate of the OEB to set electricity rates and the mandate of the federal government to ensure that Canadians have access to broadband throughout Canada and at a reasonable cost, that a serious review of the jurisdiction over the OEB to set pole rates should be considered. We explain this further in our submission.

We realize the legislative challenge with this type of issue – pole rate setting for hydro/electric companies (under the *Telecommunications Act*) - but given the significant impact of the decisions the OEB has been issuing lately, and

the effect this will have on our operations in Ontario and the rest of Canada, it has become necessary for us to raise these issues.

We felt it was important that we share these concerns with you.

A handwritten signature in black ink, appearing to read "Matthew Street". The signature is fluid and cursive, with a large loop at the end.

Matthew Street, Eastlink  
[Matthew.street@corp.eastlink.ca](mailto:Matthew.street@corp.eastlink.ca)  
705-525-4864



***(EB-2015-0304)***

***Review of Miscellaneous Rates and Charges:  
Draft Report of Ontario Energy Board (OEB)  
Framework for Determining Wireline Pole Attachment Charges***

***Eastlink's Submission (Abridged)***

***February 9, 2018***

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## ***Executive Summary***

i) Eastlink has serious concerns about the process by which the Board arrived at a pole attachment rate for carriers attaching to local distribution companies' (LDCs) poles in Ontario. The OEB established a working group whose purpose was to establish a methodology for setting rates. As a relatively small carrier, with limited resources for participation in these matters, we expected that a working group comprised of multiple stakeholders would review the various methodologies to arrive at an appropriate recommended methodology for future rate setting. And, once approved (after due process), LDCs would still be required to apply the methodology for any rate increase applications based on their actual costs, which would also allow all parties, including carriers directly affected by those rates, the ability to comment and raise questions regarding any cost inputs. However, this has not occurred.

ii) Instead, the OEB issued a Draft Report that proposes a standard province-wide rate for all LDCs at \$52. This rate represent the highest rate Eastlink would have to pay to any pole owner in any of the 7 provinces where we operate – and it is significantly higher than any other rate we pay (noting that the Hydro One rate recently increased with OEB approval, from \$22.35/pole per year to \$41.28/pole represents the highest rate we currently pay for pole attachments in Canada, and it is also significantly higher than any other rate we pay). The Hydro One rate increase already had a major impact on Eastlink's costs. If approved, this new rate will have an even more significant impact on Eastlink's business decisions as it relates to expanding, maintaining or upgrading our networks.

iii) And even more concerning to us, aside from the clear disregard for due process in arriving at a methodology and in setting the \$52 rate, the Board proposed that in Phase II of this process it will move toward a "value-based" approach to rate setting, whereby LDCs will be able to charge whatever they want to carriers who attach to their poles. This completely disregards the fact that poles are essential facilities on which we rely to build out our networks, and that major cost impacts to us for building those networks will be

responded to with either price increases to customers, or reduced investments (or both). We are at a loss to understand how this approach can in any way fall into the realm of appropriate due process.

iv) Eastlink is a small privately owned company who reinvests 100% of our profits back into the business. We serve smaller rural communities in Canada, and so we do not have the large urban centers on which to rely for revenues to assist in defraying the higher buildout costs in rural areas (where the population base is smaller and cannot as quickly recover return on those investments). Millions of dollars could mean expansion or improvements to numerous communities, yet the cost impact of this proposed \$52 rate will mean a direct loss of such monies for investment.

v) While pole attachment increases of this magnitude will most likely result in rate increases to customers of communications services, it is also notable that we compete with Bell in most of these communities, who does not have to pay this increased pole rate (as they have special joint use arrangements with the LDCs so they do not pay). As such, where our direct competitor does not have to pay these fees, if we cannot fully recover costs via rate increases we will need to recover those costs through a reduction to investments. Either way, this does not bode well for consumers of communications services at a time when our federal government is seeking to expand access to broadband to Canadian at reasonable prices. Eastlink has already had to make difficult decisions to stop providing services to some small communities when we were unable to recover our costs from the small subscriber base to continue serving those areas. These are difficult decisions, but increased costs can necessitate them.

vi) Eastlink is concerned that the OEB has issued a Draft Report that purports to determine a province-wide pole attachment rate without any due process for cost verification, without sufficient costing information and without affording stakeholders the right to scrutinize the information. Moreover, the process was not intended to set rates –

it was intended to arrive at a methodology, making the entire Draft Report entirely outside the scope of that process. As a rate setting board, the OEB, in our view, was obliged to conduct a proper process and hear all evidence. By setting one rate for all LDCs to apply, it also means that those LDCs whose costs are well below the rate proposed will simply profit at the hands of customers who pay for communications services. Setting a rate in this manner also does not in any way ensure that LDCs will pass through these profits in the form of savings to rate payers – the process includes no such assurances. It is simply a windfall to them.

vii) Based upon our review of this process, the OEB's only focus was on rate payers and on ensuring the LDCs were adequately compensated. There was no comment we could find that indicates the OEB considered the carriers as a relevant stakeholder group over whom they should ensure reasonable cost-based rates. Indeed, the very fact that the Board plans to give LDCs the freedom to charge carriers "value based" rates illustrate no concern at all for the impact on carriers' costs or their customers.

viii) Eastlink submits there appears to be a serious jurisdictional conflict between the provincial legislative mandates of the OEB to manage electricity rates for rate payers, with the federal legislative mandate of the telecommunications policies on which our communications systems are founded. It is also inconsistent with the federal government's own publicly stated goal of ensuring that all Canadians, including those in small, rural communities, have access to broadband service, and to have such access at reasonable rates.

ix) While we do not dispute that the OEB should, within its own mandate, consider cost issues that impact electricity rates for consumers, when those decisions completely disregard other customer groups like the carriers, and they disregard important policy considerations of federal legislative and government mandates (such as ubiquitous

broadband for all Canadians, and reasonable rates for communication services) it is appropriate to question at what point the conflict requires further, and serious, attention.

x) It seems unusual that a regulatory/adjudicative body like the OEB would have the jurisdiction to make decisions that have multi-million dollar impacts on a federally regulated industry and yet they can be protected from any obligation of fairness and of duly considering the interests of all parties, including those carriers. Yet, a review of the Draft Report suggests that there has been no statement or determination that the OEB gave any consideration to the carriers as a significantly impacted stakeholder group.

xi) Rather than debate the legality of whether the OEB was or was not within their jurisdiction to disregard the impact on carriers in this exercise (which has turned into a rate setting exercise), we simply note that if the OEB is mandated to consider the impacts on carriers, then this process failed to fulfill that mandate. And, if the OEB mandate does not include consideration of the impact on carriers – then things need to change, if our governments (at all levels) want a strong, robust, ubiquitous communications network for all Canadians.

xii) Eastlink submits that the Board should set aside its Draft Report and hold pole rates at \$22.35 plus inflation until it figures out how to address this matter properly. We also request that the OEB seriously consider that the appropriate place for a fulsome cost-based rate review for pole attachments would be with the CRTC (or some other body), who is capable of assessing the rates after a full review, ensuring that LDCs recover their reasonable costs associated with the attachments, while ensuring that the costs to carriers (and ultimately to consumers) for accessing these essential facilities to build their networks, are reasonable and fair. We expand on this as a solution further in the submission below.



## **Introduction**

1. Eastlink has serious concerns about the OEB's process in establishing a working group that was intended to develop a methodology for pole rate setting, and which instead, resulted in a Draft Report setting a province-wide pole attachment rate for Ontario to be effective in February 2018.

2. The rate increases proposed by the OEB, from \$22.35/pole to \$52.00/pole, will have a significant detrimental impact on Eastlink's operations in Ontario. If approved, the \$52 pole attachment rate (or higher, as the OEB proposes to allow in Phase II) may not only impede Eastlink's ability to expand our networks in rural and northern Ontario communities to provide the much needed broadband services that consumers and businesses in Ontario require, but it will also threaten our ability to maintain some of our networks in these communities, where the cost of providing service is already challenged.

3. In many of these communities Eastlink already has to carefully consider each business decision as we face high operational costs and expenses for areas with low population densities. The impact of the OEB's rate proposal may force us to suspend investment plans to expand our networks, or to withdraw operations where the business case is no longer viable. Eastlink has already had to make difficult decisions to stop providing services to some small communities when we were unable to recover our costs from the small subscriber base to continue serving those areas. These are difficult decisions, but increased costs can necessitate them.

4. As cost recovery comes from the services we provide to our customers, the impact of these rate increases will also need to be recovered through rates, signaling the likelihood of rate increases. Yet, given that in many if not all of these communities we are competing with Bell, a large incumbent operator who will not have to pay these rates (*since they have a special joint use arrangement with the local distribution companies*

("LDCs") for shared use of support structures), an inability to increase rates to fully recover the increased costs would further impact ongoing investment in our networks.

5. The OEB's rate increase comes at a time when the federal government (through ISED and the CRTC) has been focused on finding ways to expand the availability of broadband and wireless services to Canadians in smaller, rural communities. Issues of broadband expansion and reasonable rates for such services are at the forefront of the federal government's agenda. By imposing unsubstantiated, excessive pole attachment rates, companies like ours will face millions of additional dollars in costs per year (noting we already pay LDCs millions in Ontario alone), increasing the burden of building or expanding networks. As such, we strongly oppose the recommendations in the Draft Report.

6. As further explained below, the Draft Report disregards principles of fairness and due process, and it denies relevant intervenors and stakeholders a reasonable opportunity to review the cost inputs and to scrutinize whether the pole attachment rates are based on costs actually attributable to carriers' attachments. It also seems to make the blind assumption that granting LDCs complete flexibility in determining carriers' attachment rates would result in a corresponding reduction to electricity rates, yet - we are not convinced this assumption has in any way been borne out by the evidence from the working group or in the Draft Report. By establishing this rate through a working group process, there is no assurance that any LDCs will pass through to rate payers the significant profits that they will make on a \$52 rate, yet it is likely to result in increases to rates for communications services.

7. The OEB's \$52 pole rate proposal is based upon a mere 4 meetings of a working group, the purpose of which was to establish a methodology for future pole attachment rate setting. While it appears that there was very little time or attention placed on analysis of the appropriate methodology, it is our understanding that the group also had various

conflicting views on numerous matters during the meetings, including the validity of the evidence and cost inputs. This is also evidenced when reviewing the Minutes.

8. Although a \$52 rate is appalling to us, we are even more concerned with the OEB's proposal that during Phase II of the process LDCs will be entitled to charge carriers whatever rate they wish based on what the OEB refers to as a "value-based approach" – wherein the LDC can charge what it believes the "value" is to carriers to attach. Such a recommendation illustrates a complete and utter disregard for the fact that carriers who attach to these poles are doing so out of necessity as there is no other option for carriers to build their networks and to provide service to consumers in Ontario, or elsewhere (other than building an entirely duplicate set of poles throughout the province).

9. The OEB's assumption that a value-based rate setting is "more reflective of a competitive market"<sup>1</sup> entirely disregards the fact that there is no "competitive supply" of poles – that is the very reason why LDCs negotiate special joint use arrangements with the telephone companies, like Bell in the case of Ontario – because the government does not want duplication of poles throughout the streets. As such, it is a public interest issue for one pole to support multiple carriers. Bell is not subject to these arbitrary rate decisions, which also means that carriers like Eastlink who will be forced to pay the \$52 rate (or more) have no idea how Bell's shared use arrangement with LDCs benefits Bell to the disadvantage of the smaller carriers who are competitors to Bell and who are also providing quality services to consumers in Ontario.

### ***Impact of Rates on Eastlink***

10. Eastlink is a relatively small communications company in Canada whose focus has been on investing in our networks to serve thousands of the smaller, rural communities

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<sup>1</sup> Draft Report, page 2;

in Canada. We are privately owned and our company directs 100% of our profits back into the business. Eastlink's efforts to expand services means that in many small, rural communities residents have access to some of the highest internet speeds available at or above those available to residents living in some of the larger urban centers. Eastlink offers TV service (100s of HD channels, with VOD and streaming), high speed internet (at up to 1Gig speeds), local wireline telephone and we have been investing heavily into building and expanding our LTE wireless network, with recent launches in Sudbury and Timmins and more to follow – investments into our wireless network are extensive and also require a disciplined approach to business planning.

11. The largest urban centres we serve are Halifax, NS and Sudbury, ON, and even those areas are significantly less densely populated than the major urban centres served by our larger competitors<sup>2</sup>. Otherwise, we generally serve very small, rural communities (in roughly one third of our cable systems, we have fewer than 50 customers). To illustrate the kinds of communities we serve, attached to this submission as Appendix A is a list of Ontario communities where Eastlink provides service.

12. Eastlink prides itself on being one of the few smaller communications companies whose focus is on rural Canada. Some companies of similar or larger size are focused in more limited geographic boundaries (e.g., they provide service within a single province), while others have the advantage of serving densely populated urban centres, which helps them defray the costs and risks of expansion into rural areas. However, despite not having similar advantages, Eastlink has been able to expand the provision of our exceptional services to hundreds of rural communities. Yet, Eastlink's investments into these areas has not been without risk. There are many factors that make it challenging to expand into and serve rural areas. For example, when building out a fixed

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<sup>2</sup> For instance, an article in the October 2016 issue of Canadian Geographic noted that Halifax has a population density of 71 people/km<sup>2</sup>, while Toronto and Vancouver have population densities of 4,149 people/ km<sup>2</sup> and 5,249 people/ km<sup>2</sup>, respectively. (Kylie, Aaron, "City Views, Charting the municipal boundaries of Canada's major cities", *Canadian Geographic*, October 2016, Pages 57-64. Print.)

broadband network, Eastlink must consider factors such as the larger distances between communities and homes, which increases costs for us. Once we build the network, given that internet usage grows at a rate of approximately [#####] year over year, we must continually reinvest in increasing capacity. In rural areas, we must often attach to several poles to serve a single home, whereas one or more poles can serve numerous homes in urban areas. Similarly, additional fibre and other materials are required to span the larger distances in rural areas. Finally, the labour costs are increased by the need to build longer spans.

13. Given the many significant and ongoing costs of maintaining our networks, and the low population density, which translates into fewer subscribers from whom Eastlink can recover costs, extreme and unsubstantiated pole rate increases can seriously impact operations, to the tune of millions of dollars per year. This is a material change that will require us to reconsider business plans. In fact, in Ontario, when the Hydro One pole rates recently increased from \$22.35/pole per year to \$41.28/pole per year, Eastlink's payments to that company almost doubled. The impact to us resulted in an additional [#####] Million over a one year period ([#####]) and this figure will continue to increase under the OEB's decisions. These costs would otherwise have allowed Eastlink to upgrade a number of small communities.

14. Currently, Eastlink pays over [#####] Million per year for pole access costs in Canada (Telco and LDCs). The amount we pay electric companies in Ontario is almost [#####] Million. The changes to Hydro One's rates (which were increased to \$41.28/pole) have already been a considerable impact to Eastlink and represent the highest rates we pay to any other entity in the country. If the OEB proceeds with the \$52 rate for all LDCs, this will mean an annual payment of almost [#####] Million per year by Eastlink to Ontario LDCs alone. Including the increase already provided to Hydro One, this represents a [#####] Million annual increase to pole attachment rates in Ontario alone. Cost increases

to this extent are drastic and, without question, will impact our business, considering millions of dollars for us could mean investing in or upgrading a number of communities.

### **Concerns about the OEB's process**

15. The working group process was intended to arrive at a *methodology* for assessing pole attachment rates going forward – this was made clear at the very beginning in the OEB's letter dated November 5, 2015, stating:

*The OEB will establish a Pole Attachments Working Group (PAWG) to provide advice on the technical aspects and related details to be addressed in respect of pole attachments. The subsequent review of pole attachments will consider the methodology used for determining charges.*

16. Yet, the outcome of the process was far beyond the scope of what was intended, and it is an insufficient and inappropriate means by which any rate-setting body should set a rate. It is particularly inappropriate when the OEB is obliged to ensure a fair and reasonable process for setting rates when those rates will have such significant impacts on consumers.

17. In the first Minutes of Meeting, dated May 30, 2016, we note the following excerpt:

*Key objectives of the process: (a) to develop pole attachment rate model that is "just and fair" and based on best practice principles; and (b) to clarify OEB's mandate with reference to the outcome of this consultation process.*

18. A review of subsequent Minutes did not reveal to us that there was any clarification of the OEB's mandate, and given the recommendations in the Draft Report, Eastlink submits that no "rate model" was established that is just and fair. Rather, the OEB proposed one provincial pole attachment rate that is not only beyond the scope of the

mandate for the working group, but the rate is excessive and based on unverified and limited cost information, which has not even been properly tested.

19. The Minutes reveals that multiple participants, including those representing the carriers, expressed concerns about the accuracy of information and, in some cases, the need for an economist to review. Eastlink was unable to determine, for instance, if issues as simple (but important to rate setting) as the total number of poles included in the calculations were accurate. We have concerns that the process included very little consideration for assessing the accuracy of the inputs, let alone conducting a full and reasoned debate about the methodology for future rate setting.

20. We highlight the OEB's failure to consider the accuracy of information relating to the total number of poles owned by LDCs that should be counted in the rate analysis, as an example of how the lack of thorough analysis and validation on one issue could impact rates. For instance:

- It is unclear whether the LDCs include transmission poles in the total pole count. Transmission poles are responsible for supporting power transmission lines and would not have any carrier attachments. It is our understanding that these poles are far more robust and costly than distribution poles. Moreover, many of these poles are located along transmission pole lines deep inland from many residential areas, so presumably at significantly higher costs to build, access or maintain. Given that carriers would never be attached to transmission poles the cost of those poles, and expenses such as maintenance and tree trimming and other expenses to even reach them, are completely unrelated to any carrier access, and should be excluded. Eastlink is unable to determine how or if these poles were included in the counts and/or whether the costs were included – it appears that the working group participants were not provided with information on this point as well.
- Errors in the total pole counts owned by LDCs, could impact the costing.

- Bell and the LDCs have a joint use arrangement so LDCs do not charge a fee to Bell to attach their equipment to LDC poles nor does Bell charge them. Yet, carriers like Eastlink pay the LDC for each pole they attach to and they also pay Bell for each pole they attach to. The OEB failed to consider the relevance or impact of this joint use arrangement, and instead they “presumed” it was a reasonable cost recovery arrangement. Eastlink is at a loss to understand how the OEB did not consider this a relevant factor in its assessment.
- The OEB determined not to exclude LDC poles that included only a Bell attachment, notwithstanding much debate amongst participant on this point; the OEB also failed to properly address concerns that if Bell was paying for full maintenance and pole costs for its poles to which the LDC attached, which in exchange the LDC was responsible for its poles to which Bell attached, then the LDC is already recovering some share of the pole costs and expenses through this arrangement. While Eastlink agrees that carriers should appropriately pay the fees attributable to our cost of attaching to and use of the LDC pole, we should not bear a higher cost toward the pole costs if the Bell-LDC joint use arrangement already benefits the LDC for some of these costs. Otherwise, the LDC may receive more revenue from carriers than is justified and it also unfairly benefits our largest competitor, Bell who is not paying any of these fees (and the resultant fee increases).

21. The Draft Report proposes to set a standard pole attachment rate in Ontario for all utilities at \$52, significantly higher than rates we pay anywhere else in this country, and given the lack of process and evidence to support the rate, it is arguable that it has been somewhat arbitrarily set. Any LDC with lower costs will essentially profit from these rates, at the expense of customers who will face higher rates from their communications service providers. While the OEB's mandate may be to protect electricity rate payers from LDC's overcharging for electricity, carriers are also customers of the LDCs in respect of these pole attachments and the OEB surely has a responsibility to protect carriers who are customers as well. At a minimum, the OEB should consider the impacts of its decisions on the same rate payers who are all consumers of communications services in Ontario.



22. A review of the Draft Report also illustrates that on many of the costing issues summarized, the OEB seems to have taken the approach of selecting the option that would direct more cost responsibility toward the carriers. The OEB proposal shows a lack of any concern about the cost impact to carriers – which implies that the OEB believes it need not concern itself with the carriers' issues or costs; and they justify this on the basis that the OEB's focus is to ensure rate payers are not overpaying for electricity rates. Yet, even if one were to accept that the OEB's mandate is limited only to ensuring electrical rates are reasonable and to ensure that LDCs are properly compensated, the OEB went well beyond this mandate on the issue of overlashing. On this point, which has no impact on LDCs or their rates, the OEB overstepped their mandate by implying that carriers should not be entitled to recover their own costs of allowing a third party to attach to the carrier's strand.

23. It is important to highlight that this overlashing aspect of the review struck us as being inappropriate for the OEB. When the costs of overlashing to strand were discussed amongst the parties, the evidence is clear that LDCs did not have a problem with carriers recovering this cost, as they receive the full attachment rate from both the carrier attaching to the pole and a third party carrier attaching (or overlashing) to the first carriers' strand. It appeared to be a non-issue for all those involved who use the poles, however, the OEB took it upon themselves to raise concerns that the carriers (whose strand bears the attachment of the third party) may receive some benefit via the attachment fee from the third party.

24. In Eastlink's view, the very fact that the LDCs were appropriately compensated via the same approved attachment fee, illustrates that the OEB, if acting only within its mandate, should not have any concern about the relationship between the carrier and a third party carrier attached to the strand. Why the OEB would be concerned about how the first carrier recovers its cost for third party strand attachments is unclear – particularly where the evidence satisfies that the LDC has fully recovered the fees.

25. It is notable that the OEB's determinations in the Draft Report would permit the LDCs to charge whatever they wish to carriers (at Phase II), regardless of the consequences to the carriers' costs and network investments, and yet, they have concerns about those very same carriers receiving any payment for the impact of third party attachers attaching to their strand (even when the LDCs admitted to being properly compensated).

26. We refer to the OEB's approach to the overloading issue only to illustrate the blatant disregard for the interest or impacts to carriers throughout this process. If the OEB chooses to assume the jurisdiction over pole rate setting, their role should require a consideration of balancing the interests of all parties affected by the rate – including carriers who are customers of LDCs when they attach to the pole.

27. It seems unusual that a regulatory/adjudicative body like the OEB would have the jurisdiction to make decisions that have multi-million dollar impacts on a federally regulated industry and yet they can be protected from any obligation of fairness and of duly considering the interests of all parties, including those carriers. Yet, a review of the Draft Report suggests that there has been no statement or determination that the OEB gave any consideration to the carriers as a significantly impacted stakeholder group.

28. Rather than debate the legality of whether the OEB was or was not within their jurisdiction to disregard the impact on carriers in this exercise (which has turned into a rate setting exercise), we simply note that if the OEB is mandated to consider the impacts on carriers, then this process failed to fulfill that mandate. And, if the OEB mandate does not include consideration of the impact on carriers – then things need to change, if our governments (at all levels) want a strong, robust, ubiquitous communications network for all Canadians.

29. As a relatively small carrier, with limited resources for participation in these matters, we had expected that a working group comprised of multiple stakeholders would be reviewing various methodologies with the result being a proposal for a go-forward costing methodology to assess rates. We expected that, there would not only be an opportunity to review that methodology, but also that if chosen by the OEB, LDCs would still be required to apply the methodology for any rate increase applications based on their actual costs, which would also afford interveners, including carriers directly affected by those rates, the ability to comment and raise questions regarding any such cost inputs. However, this has not occurred. We are at a loss to understand how this approach can in any way fall into the realm of appropriate due process.

30. Surely, the OEB's regulatory mandate to ensure fair and reasonable electricity rates for rate payers cannot justify a complete disregard for any responsibility for assessing a fair and reasonable rate that carriers pay LDCs for pole attachments. Such disregard for carriers' rates equates to a disregard for the federal policy objectives of building out broadband to rural and small communities in Canada and, ultimately, a disregard for the costs consumers (also rate-payers) will have to pay to have the kinds of communications services they want.

#### ***Jurisdictional conflict – the need for a solution***

31. Eastlink cannot help but observe, based upon our review of this process, there appears to be a serious jurisdictional conflict between the provincial legislative mandates of the OEB to manage electricity rates, with the federal legislative mandate of the telecommunications policies on which our communications systems are founded. It is also inconsistent with the federal government's own publicly stated goal of ensuring that all Canadians, including those in small, rural communities, have access to broadband service, and to have such access at reasonable rates.

32. A review of the Draft Report illustrates that the OEB's only focus is on the impact of LDCs' costs and the resultant electricity rates for rate-payers. Eastlink is concerned that the OEB has issued a Draft Report that purports to determine a province-wide pole attachment rate without any due process for cost verification, regardless of the deleterious impact on carriers and their customers.

33. While we do not dispute that the OEB should consider issues that impact electricity rates for consumers, when those very decisions completely disregard other customer groups like the carriers, and they disregard important policy considerations of federal legislative and government mandates (such as ubiquitous broadband for all Canadians, and reasonable rates for communication services) it is appropriate to question at what point the conflict requires further, and serious, attention. If the OEB has no interest or jurisdiction over considering the impact on Ontario consumers of unreasonably high pole attachment rates, then it may be appropriate for another body to assume this role.

34. In this regard, Eastlink submits that it may be time to consider the OEB's jurisdiction over pole attachment rates. It would seem that the OEB's provincially legislated mandate of reasonable electricity rates, which is its focus, has the effect of neglecting to consider the important mandate of federal communications policies. By applying such a limited review of the "miscellaneous rates and charges", focusing only on the impact to electricity rates, the OEB seems to have totally disregarded the impact to the federally regulated carriers who are tasked with building broadband networks in our country, and also disregards the consumers who are served by those companies (the very same rate payers over whom the OEB's decision relates when assessing electricity rates).

35. Eastlink submits in light of this conflict, perhaps it is appropriate for the OEB to consider ceding jurisdiction over setting pole attachment rates to another body so it can focus directly on electricity distribution rate issues, with which it has experience. By

ceding the pole attachment "miscellaneous rates and charges" issue to a body with experience in assessing them, and who has a legislative and policy mandate to perform a cost analysis that balances the interest of *all stakeholders* the OEB can be satisfied that the LDCs will fully recover costs attributable to the attachments, so that LDCs do not pass this on to stakeholders. Yet, a separate body, like the CRTC, who has experience in determining cost-based pole attachment rates, will not only ensure that the pole owner recovers its costs attributable to the attachment, but it will also ensure that carriers pay a fair and reasonable rate so as not to impede the development of networks and competition in Canada. It would also ensure that consumers, who pay for communications services, are considered in this analysis.

36. Eastlink submits this for consideration only as a meaningful option that may allow the OEB to resolve the concerns raised herein regarding this process. We understand that some cooperative efforts amongst government would be involved to enable a transfer of responsibility for setting such rates. We do, however, believe it is a relevant option for consideration.

37. The CRTC has been doing this work for decades on the telecom side of the business for incumbent Telco owned poles. Moreover, since the CRTC regulates the pole rates for the large incumbent Telcos in Canada, the CRTC is also well-equipped to understand the extent to which joint use agreements between the incumbent Telcos (who do not pay LDC pole attachment fees) and the LDCs already compensate LDCs for costs associated with the poles – as this is an important cost consideration not only for arriving at a fair rate (noting that some LDCs and incumbent Telcos are not even sure who owns which pole, which also means being double billed by both from time to time), but also at ensuring that there is fairness in rates and responsibility amongst all carriers (and that incumbents are not unduly benefitting from overpayments to LDCs by other carriers).

38. The very fact that the OEB has proposed in the Draft Report a somewhat arbitrary means to establish a 'fast' approach to setting rates, to avoid the extra work and details associated with a fair process of cost review and rate-setting in this case, suggests that perhaps for the "miscellaneous" matter of pole attachment rates in Ontario, could be deferred to a body that will undertake a thorough costing review.

### ***Appropriate Outcome***

39. Eastlink opposes the findings in the Draft Report and any action that would endorse or set pole attachment rates in the manner the OEB appears to have used, and we oppose the \$52 rate which is unfounded and requires proper process for review.

40. As such, we submit that the OEB should abandon the Draft Report and hold pole rates at \$22.35 plus inflation until it figures out how to address this matter properly. We also request that the OEB seriously consider that the appropriate place for a fulsome cost-based rate review for pole attachments would be with the CRTC (or some other body), who is capable of assessing the rates after a full review, ensuring that LDCs recover their reasonable costs associated with the attachments, while ensuring that the costs to carriers (and ultimately to consumers) for accessing these essential facilities to build their networks, are reasonable and fair. This would allow the OEB to focus its attention specifically on matters that are directly related to the electricity distribution rates and not on the pole attachment "miscellaneous matters" with which it seems to have little experience or interest in applying a thorough rate setting process.

Respectfully submitted,



Natalie MacDonald  
VP Regulatory

Appendix A – Ontario Communities Eastlink serves

ALEXANDRIA	FLESHERTON	NEUSTADT
ALFRED	FOREST	NEW LISKEARD
ALVINSTON	GLENCOE	NEWBURGH
ARTHUR	GODERICH	NEWBURY
AYLMER	GORE BAY	NORTH BRUCE
	HALLEBOURG	NORWOOD
AYTON	HANOVER	OMEMEE
BAYFIELD	HARROWSMITH	OPASATIKA
BEAVER VALLEY	HARTY	PAISLEY
BLIND RIVER	HASTINGS	PALMERSTON
BONFIELD	HAVELOCK	PICTON
BOTHWELL	HEARST	PORT ELGIN
BOURGET	IRON BRIDGE	PORT ROWAN
BRITT	IROQUOIS	POWASSAN
BROWNSVILLE	IROQUOIS FALLS	SAUBLE BEACH
BURK FALLS	JANETVILLE	SERPENT RIVER
CAMBRAY	JOCKO POINT	SHALLOW LAKE
CAMPBELLFORD	KAPUSKASING	SIMCOE
CANNINGTON	KIMBERLEY	SMOOTH ROCK FALLS
CARDINAL	KING KIRKLAND	SPANISH
CASSELMAN	KIRKLAND LAKE	STURGEON FALLS
CHESLEY	LIMOGES	SUDBURY
CHESTERVILLE	LION'S HEAD	SUNDERLAND
CLINTON	LISTOWEL	SUNDRIDGE
COBALT	LITTLE CURRENT	SYDENHAM
COCHRANE	MANITOULIN	TARA
COLDWATER	MANITOWANING	TEHKUMMAH
CORBEIL	MARKDALE	THESSALON
	MARKSTAY	TIMMINS
DRAYTON	MARMORA	TOBERMORY
DUNDALK	MASSEY	TROUT CREEK
DURHAM	MATHESON	TWEED
EARLTON	MATTAWA	VERNER
EASTERN	MATTICE	VERONA
ELLIOT LAKE	MAXVILLE	WARDSVILLE
ELMWOOD	MILDMAY	WARREN
EMSDALE	MILVERTON	WHITEFISH FALLS
ENGLEHART	MINDEMOYA	WIARTON
ENNISMORE	MOONBEAM	WIKWEMIKONG
ESPANOLA	MORRISBURG	WILLIAMSBURG
EUGENIA	MT. BRYDGES	WINCHESTER
EXETER	MT. FOREST / HARRISTON	WINGHAM
FAUQUIER	NAIRN CENTRE	WOODVILLE

\*\*\*END OF DOCUMENT\*\*\*

**TEMISKAMING MUNICIPAL ASSOCIATION**

**SURVEY March 6, 2018**

	<b>Integrity Commissioner</b>	<b>By-Law Officer</b>	<b>Pits &amp; Quarries Private</b>	<b>Pits &amp; Quarries Municipal</b>	<b>Bill 68</b>
<b>Armstrong</b>	Yes	Yes	5	1	Yes
<b>Brethour</b>					
<b>Casey</b>	Yes	??			Yes
<b>Chamberlain</b>					Yes
<b>Charlton/Dack</b>	Yes	Yes	No	No	Yes
<b>Cobalt</b>					
<b>Coleman</b>	Yes	Yes	9		Yes
<b>Englehart</b>			2		Yes
<b>Evanturel</b>	No	No			Yes
<b>Harley</b>	Yes	??			Yes
<b>Harris</b>	Yes	Yes	No	No	Maybe
<b>Hilliard</b>	Yes	Yes	No	1	Yes
<b>Hudson</b>	Yes	??			Yes
<b>James</b>	Yes		2 & 3 MTO	2	
<b>Kerns</b>	Yes	??			Yes
<b>Kirkland Lake</b>	No	No	7	No	Yes
<b>Larder Lake</b>	Yes	Yes			





TEMISKAMING MUNICIPAL ASSOCIATION					
BANK RECONCILIATION FEBRUARY 2018					
Book Balance Forward:		1/31/18			<u>\$17,133.58</u>
Plus Deposits:					
Larder Lake			\$150.00		
Coleman			\$150.00		
Hudson			\$150.00		
Casey			\$150.00		
Harley			\$150.00		
Kerns			\$150.00		
McGarry			\$150.00		
Latchford			\$150.00		
Chamberlain			\$150.00		
Temagami			\$150.00		
Cobalt			\$150.00		<u>\$1,650.00</u>
Less Service Charges:		2/28/18	\$6.70		<u>-\$6.70</u>
Less Cheques:					
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		
			\$0.00		<u>\$0.00</u>
Book Balance:		2/28/18			<u>\$18,776.88</u>
Bank Balance:		2/28/18			<u>\$18,776.88</u>
Difference:					<u>\$0.00</u>

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

Thursday, January 18, 2018  
Corporation of the Township of Armstrong  
Council Chambers  
Earlton, Ontario

**Attendance:** Marc Robillard, Derek Mundell (Evanturel), Kevin Leveille, Doug Metson,  
Pauline Archambault, Carman Kidd, Bryan McNair, Morgan Carson, Debbie Veerman,  
Ken Laffrenier, Kerry Stewart, Harold Cameron, Sheila Randell

**Regrets :** Henry Baker                      **Absent :** Earl Read

**1. Welcome - Meeting called to order**

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the meeting of January 18, 2018 be called to order at 6:31 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 : Kerry Stewart

Seconded by : Morgan Carson

BE IT RESOLVED THAT "the Minutes of the Meeting held December 21, 2017, be adopted as presented."

Carried

**4. Business Arising from Minutes**

TRACC 2018 drag races were opened for discussion.

Moved by : Doug Metson

Seconded by : Bryan McNair

WHEREAS "The TRACC racing club have asked to use the Airport Runway again this year to host their event"; and

WHEREAS "since April 1, 2017, the ownership of the Airport and all capital improvement costs are now shared by the 13 member municipalities"; and

WHEREAS "last year being a very wet year, saw the event getting partly rained out, and lots of damage done the grounds";

BE IT RESOLVED THAT "the ETRAA hereby approves the use of parts of the Airport property, to host the event in 2018. If races go ahead the Contract will be rewritten for 2018."

Carried with a recorded vote

**5. Committee Reports**

(a) Financial Report:

Moved by: Doug Metson

Seconded by: Bryan McNair

BE IT RESOLVED THAT "the report of the Finance Committee for the month of December 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: Derek Mundel

Seconded by: Marc Robillard

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

Carried

Entered in Correspondence was a notice regarding an upcoming workshop in Ottawa.

Moved by : Debbie Veerman

Seconded by : Morgan Carson

WHEREAS "the Airport has installed new fuel tanks"; and

WHEREAS "there is a Storage Tank Systems Regulations workshop in Ottawa on January 24, 2018";

BE IT RESOLVED THAT "the ETRAA agrees to reimburse Harold Cameron his expenses to attend this workshop in Ottawa."

Carried

Moved by : Doug Metson

Seconded by: Bryan McNair

WHEREAS "Transport Canada requires our Airport Operations Manual";

BE IT RESOLVED THAT "the ETRAA agrees to hire Octant to determine the Airport's Aircraft Group Number (AGN) at a cost of \$1,800.00 maximum."

Carried

Also under Correspondence, was a quote from Tradewind Scientific who perform runway friction tests, which is recommended in the Operations Manual to be done every 5 years. The Board decided to wait until after the runway repairs are completed to have this test done. Harold was requested to get a price on the fluid that is available to remove rubber from the runway.

**7. Manager's Report**

Moved by : Morgan Carson

Seconded by: Kerry Stewart

BE IT RESOLVED THAT "the Manager's Report for the month of December 2017

be adopted as presented and attached hereto forming part of these Minutes."

Carried

**8. Chairman's Remarks/Report**

- FedNor announcement was held January 10, 2018, at the Airport, advised of the \$318,000. made available to the Airport. There was a good turnout for this event.
- Hopefully will hear from NOHFC in February.

Moved by: Morgan Carson

Seconded by: Derek Mundel

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

Carried.

**9. Any New Business**

- Compensation - Board Members agreed to leave this to each individual municipality.

- Moved by : Doug Metson

Seconded by: Bryan McNair

WHEREAS "Sheila Randell attends ETRAA meetings, and does not get compensated";  
BE IT RESOLVED THAT "the ETRAA agrees that Sheila Randell should keep track of her hours and be compensated at her regular Airport rate".

Carried

- Municipal Rates - Carman handed out a spreadsheet with history of rates charged and what the rates would be using 2016 Census. All agreed that the billing for 2018 will be using 2016 Census and at a rate of \$9.33 per capita. Harris Twp., Town of Cobalt, Town of Latchford, and Brethour Twp. to be contacted to participate in the Authority.

**12. Closed Session**

None

**13. Adjournment**

Moved by : Derek Mundel

Seconded by: : Morgan Carson

BE IT RESOLVED THAT "this meeting be adjourned at 7:57 p.m."

Next meeting scheduled for Executive at Airport Feb. 15, 2018 @ 6:30.

Carried

  
Chair

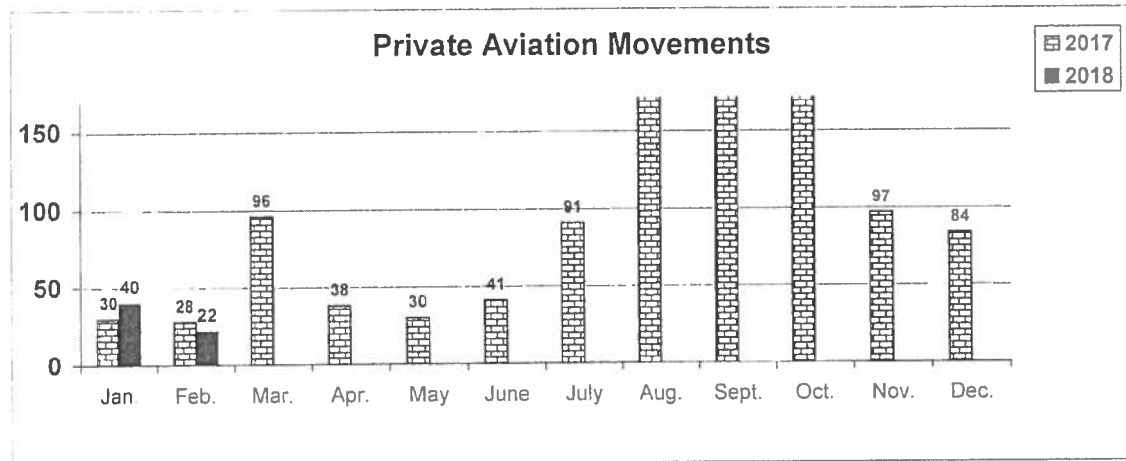
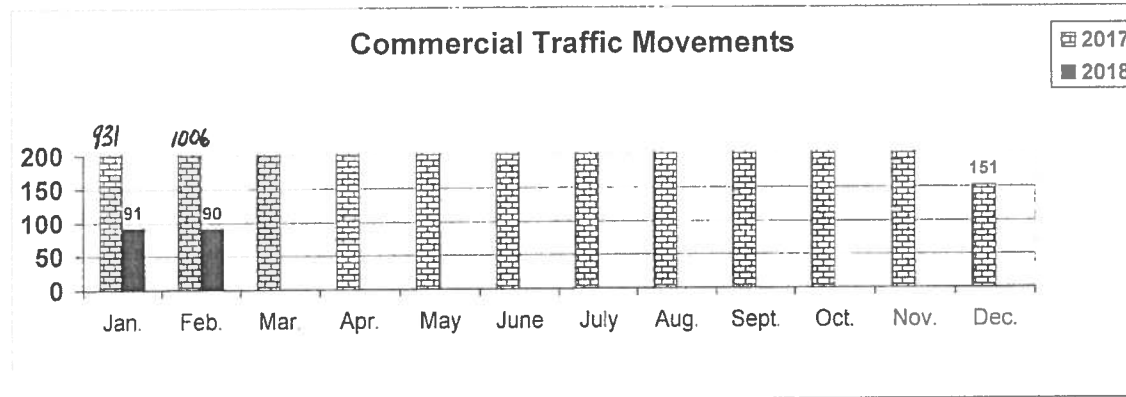
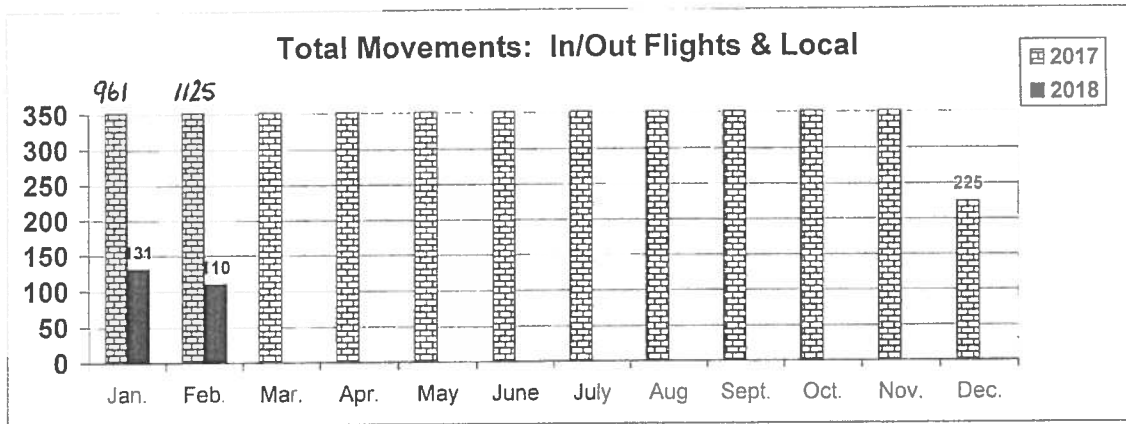
  
Secretary

# EARLTON-TIMISKAMING REGIONAL AIRPORT FEBRUARY 2018

<u>REVENUE</u>	<u>ACTUAL</u>	<u>YTD</u>
Fuel	\$13,089	\$30,436
Operations	\$12,455	\$29,623
	\$25,544	\$60,059
<u>EXPENSES</u>		
Fuel	\$14,399	\$30,387
Operations	\$42,455	\$76,855
Capital Expenses		\$980
	\$56,854	\$108,222
<u>NET PROFIT/LOSS</u>		
Fuel	-\$1,310	\$49
Operations	-\$30,000	-\$47,232
Capital Expenses		\$980
	-\$31,310	
<u>FUEL INVENTORY - JET A1</u>	\$ 15,136	
<u>FUEL INVENTORY - AVGAS</u>	\$ 10,123	
<u>FUEL INVENTORY - DIESEL</u>	\$ 3,646	

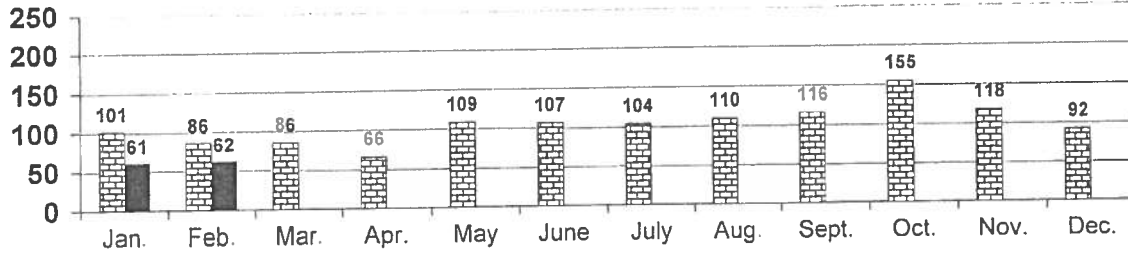
# ANNUAL AIRCRAFT MOVEMENTS

AS OF FEBRUARY 28, 2018



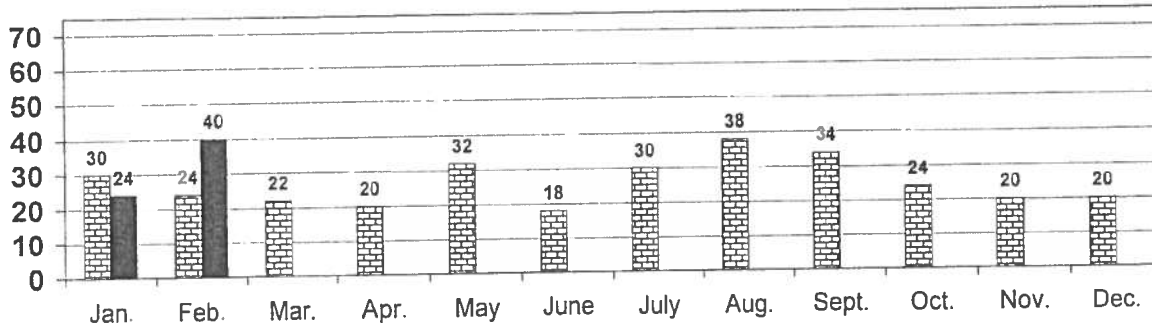
### Air Carriers Movements

2017  
2018



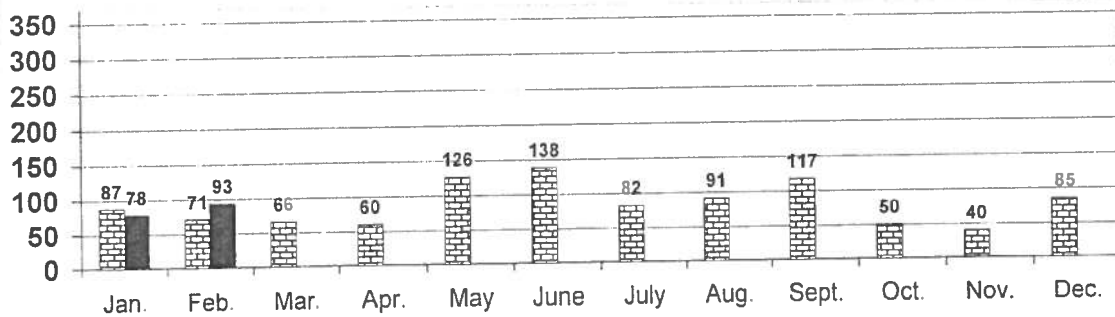
### Air Ambulance Movements

2017  
2018



### # Pgrs. via Air Charter

2017  
2018





## **MANAGER'S REPORT FEBRUARY 2018**

### **Financial Audit:**

A financial auditor from MNP (formerly Ross Pope) was at our Airport for a week in February going through our records and doing random checks. There was a lot more work involved this year due to the recent formation of the Airport Authority. Year-ends had to be done at the date of the transfer of assets. We will be continuing to provide them information, as requested, to complete their reports.

### **Fuel Sales:**

This February was the highest total sales of fuel in any February since 2007, at 14,164 litres. 13,277 was Jet A1. GP's jet was the largest single sale at 1764 litres.

### **Air Ambulances:**

February also recorded a spike in Air Ambulance movements at 40 in 28 days. 14 of these movements occurred during the Family Day long weekend.

### **AGN:**

We continue to work with Transport Canada and our consultant to arrive at the correct Aircraft Group Number for our facility. All of the specifications, slope angles, surface load factors, clearances, and so on, for both of our runways, taxiways, and apron need to be considered before we can assign the correct number. This will align us with the ICAO (International Civil Aviation Organization) format, so pilots and operators can determine if our Airport meets their requirements.

Harold Cameron  
Earlton-Timiskaming Regional Airport Manager

**Community Contribution Summary**  
**2018 Sharing Contribution**  
**Per Capita Contribution - \$9.33**

<u>Community</u>	<u>Population</u>	<u>Contribution</u>	<u>Paid</u>
Armstrong	1166	\$10,879	
Casey	368	\$3,433	
Chamberlain	332	\$3,098	
Charlton and Dack	686	\$6,400	
Coleman	595	\$5,551	
Englehart	1479	\$13,799	
Evanturel	449	\$4,189	
Harley	551	\$5,141	
Hilliard	223	\$2,081	
Hudson	503	\$4,693	
James	420	\$3,919	
Temiskaming Shores	9920	\$92,554	
Thornloe	112	\$1,045	
<b>Total Contributions</b>	<b>16804</b>	<b>\$156,782</b>	<b>\$0.00</b>

**Donation**

Kerns	358	\$3,340	
<b>Total Contributions</b>		<b>\$160,122</b>	<b>\$0</b>

As of March 8, 2018



## TEMISKAMING SHORES POLICE SERVICES BOARD

MARCH 19, 2018 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

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### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:00 p.m.

#### 2. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members 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: 3

#### 3. ADDENDUM/ANNOUNCEMENTS

None

#### 4. APPROVAL OF AGENDA

Resolution No. 2018-07

Moved by: Danny Whalen

Seconded by: Brian Thornton

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

CARRIED

## 5. PRESENTATIONS/DELEGATIONS

D/Sgt. Ryan Coughlin, Ontario Provincial Police

Re: **Community Street Crime**

D/Sgt. Ryan Coughlin provided the following information on Bill C-45 – Cannabis Act.

### Cannabis Act – Summary:

- Objectives are to prevent young persons from accessing cannabis, protect public health & safety by establishing strict product safety and quality requirements
- Strict regulations regarding promotion, sale and packaging – especially to persons under 18 years

### Ontario Rules:

- 19 + only – it will be illegal for people under 19 to buy, sell, have or share
- Online distribution will be available across the Province
- Only be permitted to use cannabis in a private residence
- Not be allowed to use in a public place, workplace or motorized vehicles
- Enhancing existing impaired driving penalties
- Creating zero-tolerance for young, novice and commercial drivers

### Retail Stores: Ontario Cannabis Retail Corporation (OCRC):

- LCBO will oversee the sale and distribution of recreational cannabis through a subsidiary corporation – OCRC
- 40 “stand-alone” stores will be open by day one, 80 by July 2019 and 150 by 2020
- Dedicated stores will sell only cannabis; it will not be sold alongside alcohol
- Staff will be trained to restrict access to minors and provide information to consumers
- Stores will operate in the same responsible manner that applies to alcohol

### Online Sale:

- Will allow safe and secure delivery across the Province
- All safeguards applicable to alcohol will be applied to cannabis: ID checks, signatures upon delivery, no packages left unattended

Prevention and Harm Reduction:

- Developing prevention and harm reduction strategy to protect young people
- Help educators, health officials, youth workers and service providers to prevent substance abuse
- Launch public information campaign to raise awareness

Offences/Enforcement:

- There are possession, distribution, cultivation and selling offences similar to CDSA offences now
- Cannot possess illicit cannabis
- Possession – under 18 years cannot possess more than 5 grams of dried cannabis

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

None

**7. APPROVAL OF MINUTES**

Resolution No. 2018-08

Moved by: Brian Thornton  
Seconded by: Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on January 15, 2018 be approved as printed.

CARRIED

**8. COMMUNICATIONS**

None

**9. OPP BUSINESS**

**a) OPP Temiskaming Detachment Report – January/February 2018**

Resolution No. 2018-09

Moved by: Danny Whalen  
Seconded by: Brian Thornton

Be it resolved that the Temiskaming Shores Police Services Board

acknowledges receipt of the January / February 2018 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:

- OAPSB Board of Directors meeting was held at the end of February in Toronto. Discussion was focused on the Safer Ontario Act.
- The Board of Directors will be conducting more of their meetings via teleconference in the future
- The next Board meeting will be held at the Spring Conference

### b) **Safer Ontario Act**

The new Safer Ontario Act passed Third Reading on March 8, 2018 and is awaiting Proclamation. Regulations are required prior to the Act being proclaimed which is anticipated to take some time.

Section 67 of the new Act deals with Boards that have an Ontario Provincial Police contract. It appears as if we will be able to maintain our own Board vs. a Detachment Board, however, this needs to be confirmed in the Regulations.

Under the new Act Boards will also require Community Safety Plans and Diversification Plans.

### c) **Cannabis Legalization / Implementation of Legislation**

The Board reviewed information from the Association of Municipalities of Ontario concerning the proposed tax-sharing model for legalized cannabis.

Funding will be allocated on a per household basis to assist with costs associated with enforcement.

d) **OAPSB Spring Conference Sponsorship**

Resolution No. 2018-10

Moved by: Brian Thornton

Seconded by: Ruth Shepherdson

Be it resolved that the Temiskaming Shores Police Services Board approves a sponsorship of \$500 for the 2018 Ontario Association of Police Service Boards Spring Conference and Annual General Meeting.

CARRIED

e) **Provincial Appointee to the Temiskaming Shores PSB**

Gail Moore's Provincial Appointment to the Temiskaming Shores Police Services Board has expired.

The Board Secretary has been in contact with the Provincial Appointments Secretariat and our Police Services Advisor at the Ministry of Community Safety and Correctional Services regarding a replacement.

The Board expressed their thanks to Gail for her eight years of service to the Board and Community.

f) **Municipal Alcohol Policy Review**

The Board conducted its five-year review of the Municipal Alcohol Policy. The Board supported increasing the liability insurance requirements from \$2 million to \$5 million. Discussion was also held on the use of the arena lobbies for licenced events.

11. **BY-LAWS**

None

12. **CLOSED SESSION**

None

13. **SCHEDULE OF MEETINGS**

- a) Regular Police Services Board meeting – May 14, 2018 at 1:00 p.m. – Council Chambers, City Hall – 325 Farr Drive

14. **ADJOURNMENT**

Resolution No. 2018-11

Moved by: Danny Whalen

Seconded by: Brian Thornton

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 2:15 p.m.

CARRIED

\_\_\_\_\_  
CHAIR

\_\_\_\_\_  
SECRETARY

DRAFT



## **Temiskaming Shores Public Library Board**

### Meeting Minutes

Wednesday, February 21, 2018

7:00 p.m. at the Haileybury Branch

#### **1. Call to Order**

Meeting called to order by Chair Donald Bisson at 7:02 p.m.

#### **2. Roll Call**

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

Regrets: Robert Dodge, Danny Whalen

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.** OLA/FOPL Budget Ask. Motion

**New Business b.** Social Enterprise Round Table. Motion

**Plan/Policy Review ii.** Salary Administration and Holidays and Benefits policies

**4. Adoption of the Minutes**

**Moved by:** Jeff Laferriere

**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, January 17, 2018, as presented.

**Carried.**

**5. Business arising from Minutes**

- a. Roger Oblin inquired if the circulation desk in Haileybury had been repaired. The CEO confirmed that it had been repaired.

**6. Correspondence:**

- a. **From:** Barbara Franchetto, CEO—Southern Ontario Library Service. Report LIB-004-2018.

Re: Invitation to Library Leaders Focus Group on March 16, 2018, all expenses paid.

**Motion #2018-03**

**Moved by:** Roger Oblin

**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-004-2018 Library Leaders Focus Group and recommends sending Library CEO Rebecca Hunt to the Library Leaders Focus Group meeting in Toronto in March, 2018.

**Carried.**

**b. From:** Stephen Abram, Executive Director—Federation of Ontario Public Libraries.

Re: Local city and town council motions supporting the OLA/FOPL Budget Ask. OLA and FOPL are asking the province to increase the operating grant to public libraries. They request that the board endorse the proposal and encourage the municipal council to pass a resolution supporting the “Ask.” Discussion.

**Motion #2018-04**

**Moved by:** Anna Turner

**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board endorses the OLA and FOPL’s recommendations in their pre-budget submission and refers the correspondence to the City of Temiskaming Shores for resolution of Council to support the budget Ask.

**Carried.**

**7. Secretary–Treasurer’s Report**

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

**Library CEO’s Report**

**February 12, 2018**

**Buildings and Equipment:**

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

**Business:**

**Digital Creator North (Near North Mobile Media Lab Trillium project):** Digital Creator has been keeping busy with catering to the teen participants wants and needs.

Giving workshops that they suggest such as "Sports Coverage at TDSS" and "Digital Sketch Club" Digital Creator has been bridging the relationship gap and giving the teens more control of how the space could be run. Digital Creator also hosted guest artist "Alexander Rondeau" to give a workshop on "Queering the Normative and Art of the Readymade" which gained attention from TDSS's "LGBTQ Alliance" the workshop was a very positive experience for Digital Creator and is looking forward to doing more work with the Alliance!

**Federation of Ontario Public Libraries board:** I attended the annual general meeting and regular board meeting on Thursday, February 1 in person at the Ontario Library Association conference in Toronto. We now have three representative librarians from Northeastern Ontario, as Samara Martel from Earlton library was appointed to the Board in addition to myself and Christina Blazecka from Cochrane library.

**Healthy Kids Community Challenge #PowerOffAndPlay Program:** The first few Games, Storytime and Active play time sessions at the New Liskeard Branch were successful, with 17 attending the first session and 19 attending the second. The Healthy Kids Coordinator and staff from the Haileybury branch have chosen about \$1000 worth of equipment and games for the Haileybury Branch so we can start a program there as well. The Haileybury Power off and Play program will take place on Wednesday afternoons after school and will start up after Family Day.

**Joint Automation Server Initiative (JASI) Steering Committee:** the January meeting was cancelled, but I will attend the next teleconference meeting set for Wednesday, March 28. The committee is still discussing cataloguing standards and item types.

**Ontario Library Association Conference:** I attended the conference from January 30-February 3, and provided transportation for the librarians from Englehart and Elk Lake. I found all of the sessions I attended to be useful, especially the sessions on library space planning and outreach projects.

**Ontario Library Service North Mentorship Program:** Ontario Library Service North has asked me to Mentor an additional Librarian from the North, Dayna Debenedet from Dryden. I met with Dayna at OLA and will be touching base with her later in February.

**The Temiskaming Foundation Games and Backpacks program:** The Games and Backpacks are in circulation. In January there were 11 circulations of the Games and three circulations of the backpacks. We have also had 15 circulations of the snowshoes at the Haileybury branch so far this year. In addition to the article in the Temiskaming Speaker, I also did a short interview for the CJTT news on Monday February 5, which aired during the day on February 6.

**Volunteer Program:** Our Adult volunteer and Co-op Student continue to log hours at the Haileybury Branch. As well, our Adult volunteers continue to shelf-read and take

books to the Manor at the New Liskeard Branch. We have an additional three adult volunteers in New Liskeard, two of them logging hours for educational programs.

**Programming:**

**Visits to the Extendicare, 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**

The Gadget Helper program has been fully booked for the January and February dates available.

**Blind Date with a Book at Both Branches of the Library**

**Have your Date February 1-14 and email your review by February 16!**

Three age categories: Youth (ages 8-12), Teen (ages 13-18) and Adult. Check out one of the wrapped books for a Blind Date between February 1 and 14, then email or drop off your book review to us at [NewLiskeard@temisklibrary.com](mailto:NewLiskeard@temisklibrary.com) by February 16 for a chance to win a prize! For more information please call us 705-647-4215 or 705-672-3707

We hope you all enjoy your blind dates with your books and we are very much looking forward to reading your blind date book reviews. Winners will be announced on the 20 of February.

GOOD LUCK TO ALL!!

**Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch**  
**Stop Motion Animation Workshop**

Youth of all ages are welcome to join in for this workshop in which we will be learning about how to/make our own stop-motion animations.

**Saturday, February 17**

**11-12:30**

**1:00-2:30**

Please email Steve at [temiskamingshores@digitalcreator.ca](mailto:temiskamingshores@digitalcreator.ca) for more information and to register

**Power Off and Play at the Haileybury Branch**

Join us at the Haileybury Branch Library on Wednesday, February 21 and every second Wednesday until May 2 for story time, crafts and games!

**Date: Wednesday, February 21**

Time: 4:15 p.m. to 5:30 p.m.

Age Group: 6-12 years old

Call 705-672-3707 or stop by either branch to sign up!

### **Family Story, Game and Play Time at the New Liskeard Branch**

The Library is partnering with the Healthy Kids Community Challenge #PowerOffAndPlay to provide a bi-weekly family story and play time to encourage screen free time for parents and kids! The next session is on

**Saturday, February 24 at 1:30 p.m.**

1:30—2:00 p.m.—story time (8 & under/preschoolers with adult)

2:00—2:45 p.m.--board games to be played/pages to colour

2:45—3:00 p.m.—active play time with different apparatus

This will be a fun time for the whole family! Call 705-647-4215 for more information

### **Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch Green Screen Workshop**

Youth of all ages are welcome to join in for this workshop in which we will be learning about how to light, shoot and edit Green Screen footage.

**Saturday, February 24**

**11-12:30**

**1:00-2:30**

Please email Steve at [temiskamingshores@digitalcreator.ca](mailto:temiskamingshores@digitalcreator.ca) for more information and to register

### **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 6 mars— Je vous écris de mon camion par Sandra Doyon**

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

[cpeddie@temisklibrary.com](mailto:cpeddie@temisklibrary.com)

### **Temiskaming Shores Public Library Bookclub at Both Branches of the Library**

The Book Pick for March is Madeleine L'Engle's "A Wrinkle in Time"—just in time for the movie to come out! The library has two copies and we can order more through Inter-Library Loan! We will meet to discuss the book in early March.

**Haileybury Branch:** Wednesday, March 7, 2018 at 2:00 PM

**New Liskeard Branch:** Thursday, March 8, 2018 at 6:00 PM

Call (705) 672-3707 for more information

### **Finances and Statistics**

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

### **Motion #2018-05**

**Moved by:** Jeff Laferriere

**Seconded by:** Roger Oblin

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

**Carried.**

## **8. Committee Reports**

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee.** Nothing to report.
- c. **Building Committee:** Nothing to report.
- d. **Library Services Committee.** Minutes of Meeting on Monday, February 5 at 5:00 at the New Liskeard Branch Library. The committee updated the board on the work towards the community consultations. Another meeting has been scheduled for 6:00 p.m. on Wednesday, March 21.

## **9. New Business**

- a. **Report LIB-003-2018 Painting Mural in Digital Creator Room.** The teens using the room would like to paint a mural. The Digital Creator Intern would like to apply to The Temiskaming Foundation for funding to paint the mural over March Break.

### **Motion #2018-06**

**Moved by:** Anna Turner

**Seconded by:** Brenda Morissette

Be it resolved that the Temiskaming Shores Public Library Board accepts Report LIB-003-2018 and applies to The Temiskaming Foundation's Community Grants Fund program for funding for students to paint a mural in the Digital Creator room in New Liskeard.

**Carried.**

- b. Social Enterprise Round Table.** The Library CEO has been invited to speak at the Social Enterprise Round Table in Sault Ste. Marie on the topic of communicating the value of your organization to your stakeholders on February 28, 2018. Algoma University and Nordik Consulting will pay expenses for travel, accommodations and conference attendance.

**Motion #2018-07**

**Moved by:** Jeff Laferriere

**Seconded by:** Brenda Morissette

Whereas the Library CEO has been invited to speak at the Social Enterprise Round Table in Sault Ste. Marie on February 28, and

Whereas the expenses for the trip will be paid for by Algoma University and Nordik Institute,

Be it resolved that the Temiskaming Shores Public Library Board approves the Library CEOs request to travel to present on the topic of communicating an organizations' value at the Social Enterprise Round Table in Sault Ste. Marie on February 28, 2018

**Carried.**

**10. Plan, Policy review and By-law review**

**a. Review Policy**

**i. Hours of Service.**

**Motion #2018-08**

**Moved by:** Roger Oblin

**Seconded by:** Anna Turner



Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Hours of Service Policy as reviewed and amended by the Board

**Carried.**

**ii. Benefits, Deductions and Holidays and Salary Administration.**

**Motion #2018-09**

**Moved by:** Brenda Morissette

**Seconded by:** Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policies: Benefits, Deductions and Holidays and Salary Administration policies as reviewed and amended by the Board

**Carried.**

**Jeff Laferriere left the meeting at 7:30 p.m.**

**11. Closed Session**

**Motion #2018-10**

**Moved by:** Roger Oblin

**Seconded by:** Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 7:35 p.m. in regards to identifiable individuals.

**Carried.**

**Motion #2018-11**

**Moved by:** Roger Oblin

**Seconded by:** Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 8:00 p.m. without report.

**Carried.**

**12. Adjournment**

Adjournment by Anna Turner at 8:07 p.m.

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Chair – Donald Bisson



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

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**Minutes of the Regular Meeting of the Board**  
**held on Wednesday, December 13, 2017, 5:30 p.m.**  
at the NEOFACS Boardroom – 40 Third Street, Englehart

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

**REGRETS:** Tina Sartoretto

**STAFF:** Dani Grenier-Ducharme, Children's Services Manager; Janice Loranger, Director of Finance; John McCarthy, EMS Chief; Kelly Black, Social Housing Manager; Steve Cox, Social Housing Maintenance Supervisor

**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 # 2017-86 MOVED by Doug Jelly and SECONDED by Norm Mino

**THAT the agenda of the regular meeting of the Board held on December 13, 2017 be approved as presented.**

CARRIED.

**4.0 ADOPTION OF PREVIOUS MINUTES**

Resolution # 2017-87 MOVED by Cliff Fielder and SECONDED by Airianna Misener

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

CARRIED.

**5.0 BUSINESS ARISING FROM PREVIOUS MINUTES**

Nil.

**6.0 OTHER BUSINESS**

**6.1 Children's Services Update re: Journey Together & Early ON y va Funding**

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

## **6.2 Emergency Medical Services 2018 Budget**

John McCarthy, EMS Chief, presented this item to the Board for information and for discussion.

## **6.3 Social Housing 2018 Budget**

Kelly Black, Social Housing Manager, presented this item to the Board for information and for discussion.

## **6.4 Social Housing – 5-Year Proposed Capital**

Kelly Black, Social Housing Manager, presented this item for information and for discussion. Steve Cox, Social Housing Maintenance Supervisor, also provided information.

## **6.5 Social Housing – Home For Good Funding**

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

Resolution # 2017-88 MOVED by Clermont Lapointe and SECONDED by Cliff Fielder

**THAT the Board approve the Home For Good (HFG) Take Up Plan as presented.**

CARRIED.

## **6.6 Social Housing – SaveOnEnergy Demtroys System**

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

## **6.7 Temiskaming Shores Housing Project**

Don Studholme, CAO, presented this item to the Board for discussion and direction.

Resolution # 2017-89 MOVED by Clermont Lapointe and SECONDED by Cliff Fielder

**THAT the Board approve the CAO to apply for land on Grant Drive in Temiskaming Shores to build two quadplexes for affordable housing.**

CARRIED.

## **6.8 Honarium Payments**

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

Resolution # 2017-90 MOVED by Doug Jelly and SECONDED by Norm Mino

**THAT the Board direct staff that they waive the Board Honarium policy (BD-01) so Todd Morgan will receive honarium for October and November and Clermont Lapointe for November.**

CARRIED.

## **6.9 CAO Report**

Don Studholme, CAO, presented this item for information.

Dani Grenier-Ducharme, Janice Loranger, John McCarthy and Steve Cox left the meeting at 7:20 PM.

**7.0 In Camera Session**

Resolution # 2017-91 MOVED by Airianna Misener and SECONDED by Norm Mino

**THAT the Board move into the in camera session to discuss one human resources issue.**

CARRIED.

**8.0 Return to the Regular Meeting**

Resolution # 2017-92 MOVED by Cliff Fielder and SECONDED by Norm Mino

**THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 7:43 p.m.**

CARRIED.

**9.0 ADJOURNMENT / NEXT MEETING**

Resolution # 2017-93 MOVED by Cliff Fielder and SECONDED by Airianna Misener


**RESOLVED THAT the Board meeting be hereby adjourned at 7:44 p.m.**

**AND that the next meeting be held on January 17, 2018, in Englehart or at the call of the Chair.**

CARRIED.

Minutes signed as approved by the Board:

  
\_\_\_\_\_  
Jim Whipple, Board Chair

  
\_\_\_\_\_  
Date

Doug Jolly

Recorder: Lise Gauvreau

**1. CALL TO ORDER**

The meeting was called to order at 8:30 AM.

**2. ROLL CALL**

- Mayor Carman Kidd     Chris Oslund, City Manager
- Councillor Doug Jelly     Councillor Patricia Hewitt
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Robert Beaudoin, Environmental Superintendent
- Jamie Sheppard, Roads Superintendent
- Kelly Conlin, Executive Assistant

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- None

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

- None

**5. APPROVAL OF AGENDA**

Recommendation PW-2018-008

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for the February 22, 2018 meeting be approved as printed.

**Carried**

**6. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation PW-2018-009

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the January 18, 2018 regular meeting be adopted as presented.

**Carried**

**7. CORRESPONDENCE**

- LAS – Service Line Warranty Program

The Committee discussed the LAS program information that was sent to Chris Oslund. After discussion about what the program offers, the Committee decided it was not interested in pursuing the LAS Service Line Warranty program at this time.

- Follow-up: Letter sent to Chieftain Dairy Farms Ltd. (Mr. Basil Loranger)

The Committee reviewed the letter that Doug Walsh sent to Chieftain Dairy Farms. Doug indicated that he had not yet heard anything further from the owner of the farm. Doug also noted that the letter had been sent to MTO for their input, which has not been received as of yet.

- Resident concern: Snow pile - 28 King Street – North Cobalt

Councillor Whalen sent a message via email to Councillor Jelly from a rate payer who was concerned about snow being piled on her yard by the City's Public Works staff. Doug Walsh advised that staff attended the site shortly after the message was received and removed what was a very minimal amount of snow. Doug requested that in the future, ratepayer concerns such as this be sent directly to him to address rather than being added onto a Committee agenda.

**8. PRESENTATIONS**

- None

## 9. UNFINISHED BUSINESS

### 9.1 WOOD - New Waste Management Capacity

#### **Previous Discussion:**

As a result of a recent teleconference with the MOECC, an amendment to the EA is required prior to submission to the Minister for review and approval. This may require an additional Contract Change Order with AMEC who is now called WOOD

#### **Discussion:**

Steve Burnett reported that the contract change work order has been received and an Administrative Report will be presented to Council at the next Council meeting. Steve also noted that the amended EA has to be sent to the Ministry of their approval.

### 9.2 Public Works Staff Training

#### **Previous Discussion:**

Doug Walsh outlined the Public Works training scheduled as part of the 2018 budget.

- 4 members of the department will be attending the Good Roads School in May.
- Management training.
- Upcoming First Aid training for all staff.
- Upcoming WHMIS training for all staff.

#### **Discussion:**

Doug Walsh reported that staff are still awaiting a date for the new WHMIS training. Chris Oslund indicated that he would follow up with Greg Miller as he will be providing the training. Doug also noted that Public Works staff recently completed their first aid training.

### 9.3 Public Works Department Update

#### **Previous Discussion:**

Doug Walsh provided the following Department Updates:

- The department is very busy with Winter Operations.
- On-going water breaks.
- Full staffing complement within the Roads division.
- Public Works Clerk position is currently posted externally.
- Overall the equipment is running well.

#### **Discussion:**

Doug Walsh provided the following Department Updates:

- Past 3 weeks have been slow for snow removal
- Spring ditching program will begin in the upcoming weeks
- Public Works Clerk position has now been filled



- Blower has been taken out of service [for repair](#)
- PW staff recently had a site visit from Ministry of Labour regarding trench safety while repairing a water break.

#### **9.4 Full Solid Waste Management Program**

##### **Previous Discussion:**

Steve Burnett indicated that overall the program is going well. Recent confusion around Holiday waste pick up, staff will ensure better advertising next year. Steve Burnett provided an update to the committee surrounding the Waste Free Ontario Act (WFOA).

##### **Discussion:**

Steve Burnett reported that he recently received a call from our processor in North Bay who advised that there is too much contamination in our recycling. In reaction to this, Steve has been running ads in the Speaker, on the radio and on the City's Facebook page with [the](#) reminder of what [is](#) recyclable and what is not.

The Committee discussed sending one of our PW staff on inspections of the bins, which Steve said could start as early as next week. Following inspections, staff will join together with the City's By-Law Enforcement Officer and start issuing tickets for those who are repeatedly in non-compliance.

Steve also stated that he will have brochures available at the upcoming Home Show in April.

#### **9.5 Drainage issues – Peter's Road**

##### **Previous Discussion:**

Substantial added cost in the culvert rehabilitation. On-going examination.

##### **Discussion:**

Additional work has been carried out at additional costs. This item will be discussed today at the Corporate Services Committee meeting.

#### **9.6 Closed Roads / Old Roads**

##### **Previous Discussion:**

No update.

##### **Discussion:**

No update.

### 9.7 Water Meters

**Previous Discussion:**

Training on data collection was postponed to the end of January.

**Discussion:**

Data collection [training](#) has occurred, work is on going.

### 9.8 STATO Trail

**Previous Discussion:**

No update. Chris Oslund indicated that staff recently participated in a Webinar on the potential Phase 2 Public Transit funding that could offer potential opportunities for the STATO trail.

**Discussion:**

No update

### 9.9 North Cobalt Water Stabilization Project – Update

**Previous Discussion:**

Schedule C is close to approval noted Steve. Once approved staff will move forward with pricing.

**Discussion:**

Schedule C has been approved. Once EXP has modified the design, Steve will be getting quotes to have the work completed.

### 9.10 Clean Water Wastewater Fund – Update

**Previous Discussion:**

On-going, work is pending on Schedule C approvals.

**Discussion:**

On-going

### 9.11 Temiskaming Shores Infrastructure Upgrades & Gray Road – Update

**Previous Discussion:**

Steve Burnett indicated that the Pumping Stations are now commissioned and flowing to lagoons.

**Discussion:**

Steve Burnett reported that the ~~land and Lannon~~ trunk lines ~~are is~~ fully operational and everything is working well. Remedial work to continue in the Spring.

**9.12 Pronor Development**

**Previous Discussion:**

On-going, received acceptance letter from Geotechnical consultant.

**Discussion:**

On-going

**9.13 Roads Needs Study**

**Previous Discussion:**

Reporting is on-going. Doug Walsh anticipates the project to be completed at the end of January.

**Discussion:**

Training on the system is now complete and work is on going.

**9.14 Chamber of Commerce parking lot winter maintenance**

**Previous Discussion:**

On-going.

**Discussion:**

No update

**9.15 Riverside Drive – Parking Request**

**Previous Discussion:**

This item will be reviewed at the January 30<sup>th</sup> traffic by-law meeting.

**Discussion:**

City staff met in January regarding several areas in the municipality where parking can be an issue. Staff's recommendations for this area specifically was to make this street a one way starting at the intersection at May/Whitewood and east. Another suggestion was to allow parking then on one side of the street only and convert all the spaces in the current Riverside Place parking lot into accessible spots only.

**9.16 Chieftain Dairy Farms Tile Drainage**

**Previous Discussion:**

The committee reviewed correspondence from K-Smart; they are advising that no changes are required. The city discussed and concluded that the concerns are still present. The committee directed staff to contact the Ministry of Transportation

**Discussion:**

No update – Letter was reviewed as part of Correspondence.

**9.17 Cost Analysis Study – Haileybury Wastewater Plant**

**Previous Discussion:**

E-coli and high chlorine residual issues within the effluent are on-going at the Haileybury Wastewater Plant. EXP provided a detailed cost analysis study and is recommending installing a UV system at the plant.

Recommendation PW-2018-004

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that staff move forward with the release of an RFP for engineering surrounding the installation of a UV system at the Haileybury Wastewater Treatment Plant, based on EXP's recommendation.

**Carried**

**Discussion:**

The RFP for this project closed on the 27<sup>th</sup> of February. Three bids were received, all of which were over the \$855,000 budget, as well, there is an additional component of a geotechnical study. Information will be presented at Corporate Services Committee today and further, a report to Council.

Recommendation PW-2018-010

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby supports the additional funds required for the UV system and geotechnical study.

**Carried**

**9.18** PWO-RFP-002-2018: Roadway Rehabilitation Services

**Previous Discussion:**

Recommendation PW-2018-005

Moved by: Councillor Patricia Hewitt

Be it resolved that:

The Public Works committee hereby recommends that PWO-RFP-002-2018 be presented to Council for consideration.

**Carried**

**Discussion:**

Doug Walsh reported that two bids were received, with the successful bidder, Millers being approximately \$200,000 less than the other bidder. Now that the City is aware that no funding will be received, Doug will be scaling back the 2018 Roads program accordingly and will be looking for Council's approval later today on the reduced program.

**9.19** PW-RFP-005-2018: Eng. Services – Traffic Impact Study

**Previous Discussion:**

Recommendation PW-2018-006

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works committee hereby suggests that PW-RFP-005-2018 be presented to the Corporate Services Committee.

**Carried**

**Discussion:**

The RFP closes on March 13, 2018 and a report will be presented at the March 20, 2018 Regular Council Meeting.

**10. NEW BUSINESS**

**10.1 Street light – Drive in Theatre Rd. (Request from Mr. Breau)**

**Discussion:**

Mitch Lafreniere received a cost from Hydro One for the one street light requested by Mr. Breau. With this estimate, as well as, the estimate from Millers for the installation, Mitch is suggesting the total cost for the light would be approximately \$3,400 (plus taxes). Carman will follow up with Mr. Breau as he had originally indicated that he would cover the cost of the light.

**10.2 Beach Gardens**

**Discussion:**

As a result of the presentation that was made by Rivard Brothers at Council, staff has met with EXP and Rivard Brothers for further discussion. Jennifer Pye, City Planner, had outlined what was required from a planning perspective prior to the meeting, and Public Works advised them of what would be required for drainage on the property. Steve Burnett presented an updated drawing of the property with the development.

**11. ADMINISTRATIVE REPORTS**

- PW-012-2018 - Engineering Services - UV Design - Hail WWTP
- [Change Order to amend Agreement with AMEC / Wood for EA process](#)
- Award of Engineering for Traffic Impact Study
- Award for supply of Sidewalk Machine
- Award for crushing and supply of Granular M
- Award for supply of Equipment – Spring Ditching

**12. CLOSED SESSION**

Recommendation PW-2018-011

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee convene into Closed Session at 10:15 a.m. to discuss the security of the property of the municipality or local board under Section 239 (2) (a) of the Municipal Act, 2001.

- Beach Gardens Development

**Carried**

Recommendation PW-2018-012

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee rise with report at 10:19 AM

**Carried**

**The Committee provided direction to staff.**

**13. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for April 19, 2018 to commence at 8:30 a.m.

**14. ADJOURNMENT**

Recommendation PW-2018-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:23 a.m.

**Carried**

## 1.0 CALL TO ORDER

The meeting was called to order at 10:31 a.m.

## 2.0 ROLL CALL

- Mayor Carman Kidd
- Chris Oslund, City Manager
- Councillor Doug Jelly
- Councillor Danny Whalen
- Doug Walsh, Director of Public Works
- Mitch Lafreniere, Manager of Physical Assets
- Steve Burnett, Technical and Environmental Compliance Coordinator
- Kelly Conlin, Executive Assistant

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

## 4.0 ADOPTION OF AGENDA

Recommendation BM-2018-004

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the March 8, 2018 meeting be adopted as printed.

**Carried**

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-005

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of January 18, 2018 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:**

The tender documents for the mechanical room upgrades, including boiler replacement and painting of the pool deck have been released, with a closing date of March 27, 2018. A site visit is scheduled for March 13, 2018. Mitch Lafreniere also reported that the PFC recently had a failure on the one of the two heat exchangers, one of the pieces that is schedule to be replaced as part of the renovation. Building Maintenance staff is currently seeking out parts to repair until such time it is replaced.

### **9.2 Building Division Staff Update**

#### Haileybury Sewer Treatment Plant Fire update

#### **Discussion:**

The new blower has arrived, however, has not been installed yet. Work is ongoing.

### **9.3 DFO Property Erosion**

#### **Discussion:**

Correspondence has been sent to the Ministry, In the meantime, Public Works staff is monitoring the culvert.

#### **9.4 New Liskeard Library – Update**

**Discussion:**

The tender documents for the engineering have been released. Public consultations have been scheduled for April 10-12, 2018.

#### **10.0 NEW BUSINESS**

##### **10.1 2018 Capital projects – update**

- PFC mechanical room
- Sweeper Truck
- Sidewalk Machine
- Pumper Tanker
- Light-duty pick-up trucks
- Water tanks
- Blower Attachment

**Discussion:**

Mitch Lafreniere reviewed the on-going Capital projects for 2018.

##### **10.2 Conservation and Demand Management (CDM)/Municipal Energy Plan**

**Discussion:**

Mitch Lafreniere provided an update to the Committee regarding the two plans. He explained that he does have sufficient funds in his 2018 operating budget to cover the cost of the two plans, which is approximately \$27,000. It would require him to shift a project from 2018 to 2019. There is also an opportunity for a portion of the plan cost to be covered by the Environmental budget. Steve and Mitch will work together and report back to the Committee in April.

#### **11.0 ADMINISTRATIVE REPORTS**

- Light-duty pickup trucks
- Sidewalk machine
- LED Lighting: Haileybury Arena
- Award of Project Admin and Supervision for PFC Project

#### **12.0 CLOSED SESSION**

- None

### **13.0 NEXT MEETING**

The next meeting of the Building Maintenance Committee will be scheduled for: April 19, 2018 at 10:30 a.m.

### **14.0 ADJOURNMENT**

Recommendation BM-2018-005

Moved by Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:25 a.m.

**Carried**

**1. CALL TO ORDER**

Meeting called to order at 1:49 p.m.

**2. ROLL CALL**

Mayor Carman Kidd

Christopher W. Oslund, City Manager

Councillor Jeff Laferriere

Shelly Zubyck, Director of Corporate Services

Councillor Danny Whalen

Laura Lee MacLeod, Treasurer

Dave Treen, Clerk

Kelly Conlin, Executive Assistant

**3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

- Under Section 8.6 – OMPF update

**4. APPROVAL OF AGENDA**

Recommendation CS-2018-009

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee agenda for the March 8, 2018 2018 meeting be approved as amended.

**CARRIED**

**5. REVIEW AND ADOPTION OF PREVIOUS MINUTES**

Recommendation CS-2018-010

Moved by: Councillor Danny Whalen

Be it resolved that:

The Corporate Services Committee minutes of the January 18, 2018 meeting be approved as presented.

**CARRIED**

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

- None

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**7. CORRESPONDENCE**

- None

**8. DELEGATIONS/PRESENTATIONS**

- None

**9. NEW BUSINESS**

**8.1 Business Licencing (Presidents Suites)**

**Discussion:**

Chris Oslund provided background on the comments he has received from local hotel owners regarding how Presidents Suites is assessed and taxed by MPAC and the City. Currently a majority of the homes owned by Presidents Suites are assessed and taxed as a Single-Family Dwelling. Recently, a couple of the homes have been zoned Tourism/Commercial, therefore they would be paying a tax rate different that Single Family Dwelling. MPAC has advised the City that they are not willing to look at the Suites for a change in assessment to Commercial. Staff will investigate how other areas, such as, Niagara on the Lake or Parry Sound, address this type of business. There may be a way to address this in our Business Licencing Policy.

**8.2 Expense Policy Review (Vehicle Allowance)**

**Discussion:**

Chris has been approached by two Management staff members who frequently use their personal vehicles for City business. They have both requested an amount of \$400/month to offset their operating costs. The Committee would like to have actual data prior to allowing a set amount per month.

**Recommendation CS-2018-011**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby request that the Manager of Physical Assets and the Environmental and Technical Compliance Coordinator track their mileage for a 3-month period to establish actual usage, starting on March 15, 2018.

**Carried**

**8.3**      Pay Equity Review – Update

**Discussion:**

Shelly Zubyck advised the Committee that the first meeting for the Pay Equity Review has been moved to September at the request of the Union.

**8.4**      Physician Recruitment – Funding for future years

**Discussion:**

The direction from the most recent Physician Recruitment and Retention meeting was to send a letter to area municipalities requesting support for the Recruitment and Retention efforts. Staff are looking for a commitment from Temiskaming Shores to use as a reference in the letter. Chris Oslund recommended that we collapse two reserves that have not been accessed for a number of years and pre-pay 2 years of the City's commitment of \$36,500/year for a total of \$73,000.

**Recommendation CS-2018-012**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends that Council consider collapsing two (2) reserves and pre-paying their financial commitment to the Physician Recruitment and Retention Committee for two years, at \$36,500/year.

**Carried**

**8.5**      Budget 2018 Review

- Reallocation – Recreation Capital (Zero turn/Arena Floor Upgrades)
- PW-012-2018 - Engineering Services - UV Design - Hail WWTP

**Discussion:**

Laura Lee MacLeod provided an update in regards to the 2018 budget, discussing the updated information from the Temiskaming Health Unit and DTSSAB 3018 billings, as well as recent changes to the following items:

- 2018 Roads Program (due to lack of funding received)
- Pumper/Tanker (Fire Services/Fleet)
- Reallocation for Recreation (Arena floor/Zero turn lawnmower)

**8.6**      OMPF Funding Update

**Discussion:**

Chris Oslund provided the Committee with update on the status of the City's dwindling OMPF funding. The funding model currently being used by OMPF has taken the phased in assessments from 2016 and 2018, skipping the assessment from 2017. This means the City's funding was affected by two years of growth, instead of one.

**10. ADMINISTRATIVE REPORT**

- None

**11. CLOSED SESSION**

Recommendation CS-2018-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee convenes into Closed Session at 2:50 p.m. to discuss the following matter:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations or employee negotiations.
- b) Under Section 239 (2) (e) of the Municipal Act, 2001 – litigation or potential litigation – Peter's Rd Municipal Drain
- c) Under Section 239 (2) (a) of the Municipal Act, 2001 – security of the property – Beach Gardens

**CARRIED**

Recommendation CS-2018-014

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee rise without report at 3:28 p.m.

**CARRIED**

**12. SCHEDULE OF MEETINGS**

The next Corporate Services Committee Meeting will be held on April 19, 2018 at 12:00 p.m.

**13. ADJOURNMENT**

Recommendation CS-2018-015

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 3:30 p.m.

**CARRIED**

DRAFT



## **Memo to Council For Discussion**

From: Mayor Kidd

Date: March 29<sup>th</sup>, 2018

Re: Regional Services and Out of Town User Fees

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### Background:

The population of the City of Temiskaming Shores has dropped by 480 residents since 2011, from 10,400 to 9,920, while the surrounding townships populations continue to rise. Harley is up 12, Hudson is up 46, Harris is up 22, and unincorporated Townships are 337 residents. This trend is increasing every year, as people complain about the high taxes in our city.

We have our DTSSB system that fairly charges for services like EMS, Social housing, and Ontario Works, but other regional services, like libraries, Arenas, Pool/Fitness, meeting halls, seniors housing (Manor), and the Earlton-Timiskaming Regional Airport, are being used by all, but the costs are not shared evenly.

The Airport was my litmus test. If all communities had come on board and shared the Operating Losses on a per capita basis, than I felt other services, could have been negotiated to fairly distribute the regional costs. Only 14 municipalities out of 18 joined the Airport authority, a year ago, with Brethour, Harris, Cobalt and Latchford, saying they could not support the service. During the last month, we have only 12 municipalities agreeing to pass resolutions of support for the next 5 year period, of ownership, with Elk Lake deciding to opt out. We have agreed to maintain the \$9.33/capita fee for the remaining municipalities.

I have recently sent out letters to these municipalities, asking them to reconsider, their lack of support, for this vital service, and will await their response.

### Discussion:

At this time I would like to have some discussions, as to whether we should be initiating higher out of town user fees, and explaining, the true costs for providing the services the City provides.

We are spending:

- \$872,500 on Capital upgrades to the Pool Fitness centre this year.
- \$150 to \$200,000 towards the new splash pad
- a million or more on upgrades or a new library
- Marina upgrades – Fed-Nor grants plus our share
- Accessibility upgrades and lighting to the arenas

We budget \$100,000 towards Recreation Capital each year and \$70,000 towards Property Maintenance of our Halls and Buildings.

Would you like staff to analyze these costs further, and provide additional information, for further discussions on out of town user fees, to make the use of our facilities fair to all residents in South Temiskaming?

Prepared and submitted by:

“Original signed by”

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Mayor – Carman Kidd

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**Subject:** Enterprise Temiskaming – Starter  
Company Plus

**Report No.:** CGP-007-2018  
**Agenda Date:** April 3, 2018

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### **Attachments**

**Appendix 01:** Proposed Amendment for Starter Company Plus

**Appendix 02:** Letter of agreement – City of Temiskaming Shores

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-007-2018; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-026 being a by-law to enter into an agreement with the Ministry of Economic Development and Growth – **Starter Company Plus** for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

#### *Starter Company Plus*

Enterprise Temiskaming is a Small Business Enterprise Centre (SBEC) servicing the District of Timiskaming. The service area extends from north of Kirkland Lake, south of Latchford, west to Matachewan and east to the Quebec border. Currently the Enterprise Temiskaming business consultant spends one day per week exclusively in Kirkland Lake. The Enterprise Temiskaming business consultant also travels to client locations across the District by appointment and makes regular trips to other small communities.

In the spring and summer of 2013 the Province of Ontario released their Youth Job Strategies. The Province of Ontario has committed \$295 million for these strategies and \$45 million to the Youth Entrepreneurship Fund.

Funding from the Youth Entrepreneurship Fund has been allocated to Small Business Enterprise Centres (SBEC) for a program called Starter Company Plus. The Ministry of Economic Development and Growth (MEDG), is overseeing the mandate of the program, managing the fund to the SBECs.

The City of Temiskaming Shores entered into an agreement with MEDG for the establishment of Starter Company Plus through By-law No. 2017-026 which is administered through the staff of Enterprise Temiskaming.

### **Analysis**

#### *Starter Company Plus*

On March 2, 2018, the City of Temiskaming Shores requested that the Province agree to add South Temiskaming Community Futures Development Corporation (STCFDC) as a Recipient to the Agreement, and by letter dated January 29, 2018, STCFDC provided the same request to the Province to be added as a Recipient to the Agreement. The City of Temiskaming Shores and STCFDC wish to collectively carry out the Program and each agrees that the obligations of the Recipient under the Agreement shall be joint and several. Therefore MEDG is seeking to amend the current agreement (By-law No. 2017-026) and agrees to permit STCFDC to be added with Temiskaming Shores as the Recipient, subject to the terms and conditions of the Agreement including this amending agreement. **Appendix 01 – Proposed Amendment for Starter Company Plus** is attached for review and it is recommended that By-law No. 2017-026 be amended to accept these modifications.

### **Financial / Staffing Implications**

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

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

Staffing implications related to this 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"

\_\_\_\_\_  
Chantal Charbonneau  
Manager of Enterprise  
Temiskaming

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**THIS AMENDING AGREEMENT** effective as of April 1, 2018

**B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of Economic Development and  
Growth**

(the “Province”)

**- AND -**

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

(“Temiskaming Shores”)

**- AND -**

**SOUTH TEMISKAMING COMMUNITY FUTURES  
DEVELOPMENT CORPORATION/SOCIETE D’AIDE AU  
DEVELOPPEMENT DES COLLECTIVITES DU TEMISKAMING  
SUD**

(“STCFDC”)

(**Temiskaming Shores** and **STCFDC** together hereinafter referred  
to as the “**Recipient**”)

**WHEREAS** the Province and Temiskaming Shores entered into an agreement dated January 1, 2017 (the “**Agreement**”) wherein the Province agreed to provide financial assistance in the form of a transfer payment to Temiskaming Shores to carry out the Starter Company Plus Program;

**AND WHEREAS** by letter dated March 2, 2018, Temiskaming Shores requested that the Province agree to add STCFDC as a Recipient to the Agreement, and by letter dated January 29, 2018, STCFDC provided the same request to the Province to be added as a Recipient to the Agreement;

**AND WHEREAS** Temiskaming Shores and STCFDC wish to collectively carry out the Program and each agrees that the obligations of the Recipient under the Agreement shall be joint and several;

**AND WHEREAS** the Province agrees to permit STCFDC to be added with Temiskaming Shores as the Recipient, subject to the terms and conditions of the Agreement including this amending agreement;

**AND WHEREAS** in accordance with section 31.2, the Parties wish to amend the Agreement in the manner set forth in this amending agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this amending agreement have the meanings ascribed to them in the Agreement.
2. The Agreement is hereby amended by adding a second entity as Recipient, which Recipient shall be comprised of Temiskaming Shores and STCFDC collectively, and in accordance with and subject to Article 26, each of Temiskaming Shores and STCFDC agrees to be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement, and all references to the "Recipient" in the Agreement shall refer to all such entities, as the context requires.
3. Section 18.1 of the Agreement is hereby deleted and replaced with the following:

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, or personal delivery, and shall be addressed to the Province and both entities set out as Recipient as provided for below, or as Ontario or the Recipient may later designate to the other in writing:

**To the Province:**

Ministry of Economic  
Development and Growth  
Commercialization and  
Scale-Up Networks Branch  
56 Wellesley Street West,  
5<sup>th</sup> Floor  
Toronto, Ontario, M7A 2E7

**Attention: Jennifer Block**  
Title: Director,  
Commercialization and Scale  
Up Networks Branch  
Tel.: 416-326-5827  
Email:  
Jennifer.Block@ontario.ca

**To the Recipient:**

The Corporation Of The City Of  
Temiskaming Shores  
325 Farr Drive  
Halieybury, ON P0J 1K0

**Attention: Christopher Oslund**  
Title: City Manager  
Tel.: 705-672-3363  
Email :  
coslund@temiskamingshores.ca

**-And-**

South Temiskaming Community  
Futures Development Corporation  
467 Ferguson Avenue  
Haileybury, ON P0J 1K0

**Attention: John Bernstein**  
Title: Executive Director  
Tel.: 705-672-3021  
Email:john@southtemiskaming.com

4. Article 26 is hereby amended by adding section 26.2 as follows:  
  
26.2 **Joint and Several Obligations.** Without limiting section 26.1, each of Temiskaming Shores and the STCFDC agrees that all representations, warranties, and covenants, and any other obligations under the Agreement, including but not limited to the use of Funds, carrying out the Program and reporting obligations, shall be joint and several.
5. This amending agreement shall be effective as of the first date written above.
6. Except for the amendments provided for in this amending agreement, all other terms and conditions of the Agreement remain unaltered and in full force and effect, and time continues to be of the essence.
7. This amending agreement may be executed in one or more counterparts and by facsimile or e-mail signatures (PDF or other image format), 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 instrument.
8. This amending agreement and the Agreement constitute the entire agreement between the Parties.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF** the Parties have executed this amending agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development and Growth**

\_\_\_\_\_  
Jennifer Block  
Director, Commercialization  
and Scale Up Networks Branch  
  
Authorized Signing Officer

\_\_\_\_\_  
Date

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

By: \_\_\_\_\_  
Name: Carman Kidd  
Title: Mayor

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: David Treen  
Title: Municipal Clerk

\_\_\_\_\_  
Date

We have authority to bind the Recipient.

**SOUTH TEMISKAMING COMMUNITY FUTURES DEVELOPMENT CORPORATION/SOCIETE D'AIDE AU DEVELOPPEMENT DES COLLECTIVITES DU TEMISKAMING SUD**

By: \_\_\_\_\_  
Name: John Bernstein  
Title: Executive Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: Dan Cleroux  
Title: Board Chair

\_\_\_\_\_  
Date

We have authority to bind the Recipient.



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



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

March 2, 2018

Ministry of Economic Development and Growth  
Ministry of Research, Innovation and Science  
56 Wellesley Street West, 5<sup>th</sup> Floor  
Toronto, Ontario  
M7A 2E7

Attention: Mary Clarke, Senior Program Advisor

Dear Ms. Clarke:

**RE: SMALL BUSINESS ENTREPRISE CENTRE – STARTER COMPANY PLUS  
AND SUMMER COMPANY AGREEMENTS**

On behalf of the City of Temiskaming Shores I wish to confirm that we are in agree with the proposal to amend our existing agreement to add the South Temiskaming Community Futures Development Corporation (STCFDC) as a new entity / new party to the agreement.

In a meeting today with the STCFDC we agreed that this would also be the preferred method to be used by the Ministry of Northern Development and Mines (MNDM) for the transfer / amendment of the Core Agreement for the Small Business Enterprise (Enterprise Temiskaming).

We look forward to receiving the legal amendment(s) to the agreement(s) for our review.

Should you have any questions, please do not hesitate to contact me at (705) 672-3363 ext. 4120.

Yours truly,

A handwritten signature in blue ink, appearing to read 'C. Oslund'.

Christopher W. Oslund  
City Manager

c.c. Anne Marie LeRoy – MNDM  
John Bernstein - STCFDC

**Subject:** CJTT Lifestyles & Earlton Farm Show

**Report No.:** CGP-008-2018

**Agenda Date:** April 3, 2018

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### **Attachments**

None

### **Recommendation**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-008-2018;
2. That Council directs staff to register to exhibit at the Earlton Farm Show, April 13 & 14, 2018 to provide information on programs and activities that support agriculture in our area and supports the provision of a draw prize and support for the school bus program to enable area schools to be able to attend the event; and
3. That Council directs staff to register to exhibit at the CJTT Lifestyles event, April 27 & 28, 2018 to provide information on City programs and activities as well as selling fire permits and animal tags at \$10 off the regular rate and \$5 off Senior rate, and agrees to offer a draw prize for a 6 month gym membership to the Waterfront Pool & Fitness Centre and promotional items.

### **Background**

The City has participated at both the Earlton Farm Show and the CJTT Lifestyles show for the past seven years. Both events have been very well received by the public and have generated both increased fire permits sales and general good will as well as visibility for business retention and expansion.

### **Analysis**

The Earlton Farm Show is a great opportunity for staff to meet with members of the agricultural sector all in one place at one time. Since agriculture is such a significant part of our economy, it is valuable that we are present to show our support for the industry. The event takes place on Friday, April 13<sup>th</sup> and Saturday, April 14<sup>th</sup>. The cost to participate is \$250 and one staff person can manage the booth for the two days with support visits from members of Council who may wish to drop in and visit the show. We also sponsor the school bus program which pays for buses for students to visit the show to learn about agriculture in our region.

CJTT Lifestyles is another great opportunity to build good will in the community and provide useful information to residents in an informal setting. The event has been very successful in the past at increasing the number of annual fire permits and animal tags sold in the community as they are easily accessible.

As an attraction to the booth, we have offered a draw for a 6 month gym membership at the Waterfront Pool & Fitness Centre. This has not only attracted more people to the booth, but also garnered us more air time on the local radio station when interviewed about the prize. It is recommended that we continue to offer the gym membership prize draw as it does provide staff a chance to speak to attendees and encourage them to purchase either an animal tag or fire permit.

**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

Both of these projects are included within the 2018 Economic Development Programs budget. The Earlton Farm Show has a cost of \$250 and Lifestyles has a cost of approximately \$600. The in kind cost of the promotional items are approximately \$250 and the gym membership is a lost revenue source of approximately \$280.

The cost of the sponsorship of the school bus program for the Farm Show is \$1,000 which is included in the Ec. Dev. Programs budget.

The Farm Show will be staffed by the Economic Development Officer only and Lifestyles will be staffed by the Economic Development Officer and the Fire Chief, with other staff participating as available.

**Alternatives**

Council may choose not to offer some or all of the incentives proposed in this report.

**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

**Subject:** Northern Ontario Mining Showcase  
2019 (PDAC) – Markey Agt.

**Report No.:** CGP-010-2018  
**Agenda Date:** April 03, 2018

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### **Attachments**

**Appendix 01:** Post event survey results March 26

**Appendix 02:** Single / Sole Source Justification Form

**Appendix 03:** Markey Consulting Service Agreement 2019 - 2021

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-009-2018;
2. That Council directs staff to submit the funding application to Fed Nor to lead the Northern Ontario Mining Showcase at PDAC 2019; and
3. That Council directs staff to prepare the necessary by-law and agreement with Markey Consulting to coordinate the 2019, 2020 and 2021 Northern Ontario Mining Showcase events at PDAC at a rate of \$600/exhibitor plus applicable taxes pending funding approval from Fed Nor for consideration at the April 3, 2018 Regular Council meeting.

### **Background:**

The City has lead the Northern Ontario Mining Showcase at the Prospectors and Developers Association of Canada (PDAC) conference and trade show for the past five years. The Showcase has grown over the years from a one day event with 35 exhibitors in 2014 to a 5 day Showcase at PDAC in 2015 with 55 exhibitors, 72 exhibitors in 2016, 90 exhibitors in 2017 and 100 exhibitors in March of 2018. Exhibitors are Northern Ontario mining supply companies and not-for-profit support services to the mining supply industry.

### **Analysis:**

The Northern Ontario Mining Showcase at PDAC 2018 was once again a huge success. The Showcase continues to grow and assist more businesses from across Northern Ontario to be able to showcase their products and services to this international marketplace.

Attendance at PDAC 2018 increased again this year to a total of 25,606. In 2017, a total of 24,161 attendees visited PDAC and many of those visited our Showcase to support our suppliers. This was an increase of almost 10% from attendance of 22,122 in 2016.

Our own Showcase had equally impressive results from surveys done with returning exhibitors from our 2018 event. The statistics show that 49% of our vendors made new sales at the event and all attendees created new leads. It is easy to see that we are creating an environment for business growth in the mining supply sector. The Post event survey results are attached for your perusal as Appendix 01. The full Final Report of the Northern Ontario Mining Showcase (NOMS) at PDAC 2018 will be distributed to Council once we have tabulated all of the information.

This report is required to begin the process of planning for PDAC 2019. Although we anticipate the Final Report from the 2018 event to be prepared shortly, we need to get our applications into Fed Nor for support of the 2019 event so that we can make the required changes to make the event more successful. Our current agreement with Markey Consulting expires at the end of April once they provide us with the 2018 Final Report.

It is being recommended that Council consider entering into a new three year agreement with Markey Consulting as the NOMS Coordinator since the project has been extremely successful and that in a large part to Marla's work and connections in the mining supply industry. This single sourcing procedure is allowed under our Purchasing Policy using the Single / Sole Source Justification Form, attached as Appendix 02.

Markey's service proposal remains the same at the current agreement in which they are paid \$600 per exhibitor within the NOMS as a fee for service to coordinate the event. Their service proposal for 2019 to 2021 is attached as Appendix 03.

### **Alternatives**

No 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

The current agreement under By-law No. 2017-061 agrees to contract Markey Consulting to coordinate the 2017 and 2018 NOMS events and that Markey will be paid \$600 per exhibitor. This amount is an average of what was paid to Markey per exhibitor in 2015 and 2016.

This amount is not changed within the 2019 to 2021 proposed agreement. Markey would be paid \$600 per exhibitor for the three years of the contract.

City staff resources will remain the same as the assistance will be through regular administrative functions and liaisons. The Economic Development Officer realistically

is the most impacted by the project, but does also touch on the finance and administration staff through the handling of payments and funding reporting.

**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

Appendix 01  
CGP-009-2018  
April 3, 2018

# 2018 Northern Ontario Mining Showcase Post-Event Evaluation

# 99

**Total Responses**

Responses as at: March 26, 2018

Complete Responses: 99



## How useful / valuable was this event to your business / organization?

---

ANSWER CHOICES	RESPONSES	
Extremely useful / valuable	66.67%	66
Quite useful / valuable	32.32%	32
Moderately useful / valuable	1.01%	1
Slightly useful / valuable	0.00%	0
Not at all useful / valuable	0.00%	0
<b>TOTAL</b>		<b>99</b>

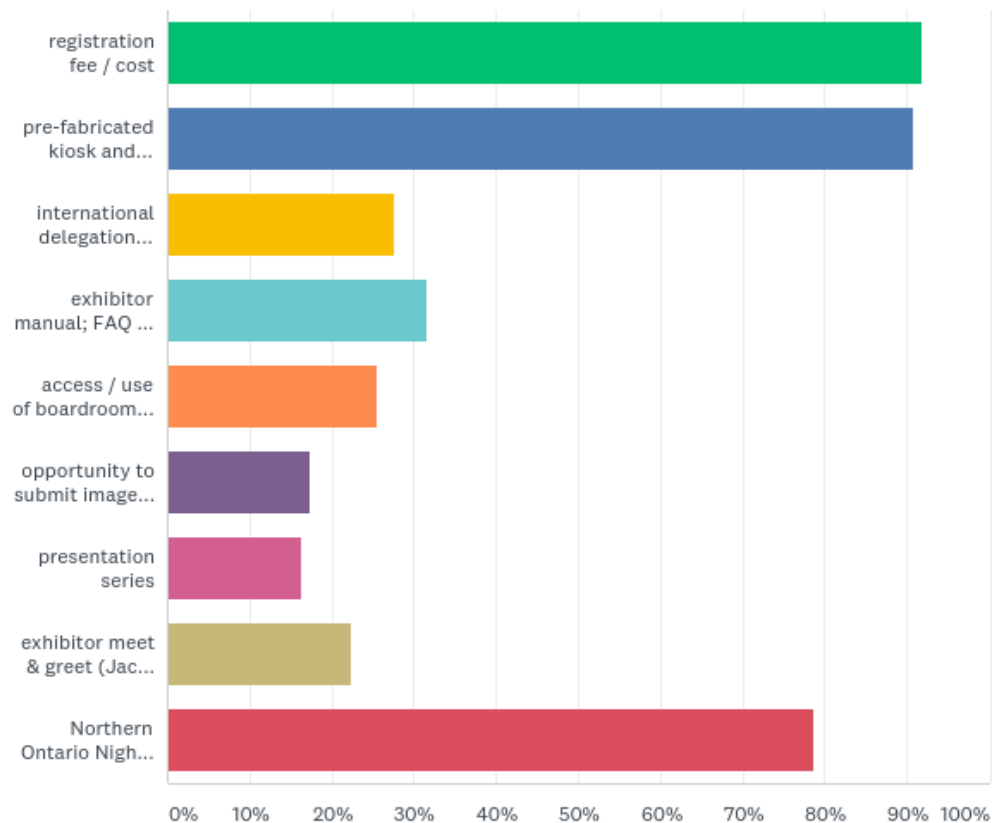
## Approximately how many contacts and potential business leads did you generate as a result of the event?

ANSWER CHOICES	RESPONSES	
We did not generate any	0.00%	0
1-5 useful leads / contacts	18.18%	18
6-10 useful leads / contacts	39.39%	39
11-20 useful leads / contacts	24.24%	24
21-40 useful leads / contacts	14.14%	14
41+ useful leads / contacts	4.04%	4
<b>TOTAL</b>		<b>99</b>

## How many sales did you make as a result of your participation in the 2018 Northern Ontario Mining Showcase?

ANSWER CHOICES	RESPONSES	
0	49.49%	49
1-2	29.29%	29
3-4	17.17%	17
5-6	2.02%	2
7+	2.02%	2
TOTAL		99

# Which of the following supports and services were the most valuable to you for your participation as an exhibitor? (select all that apply)

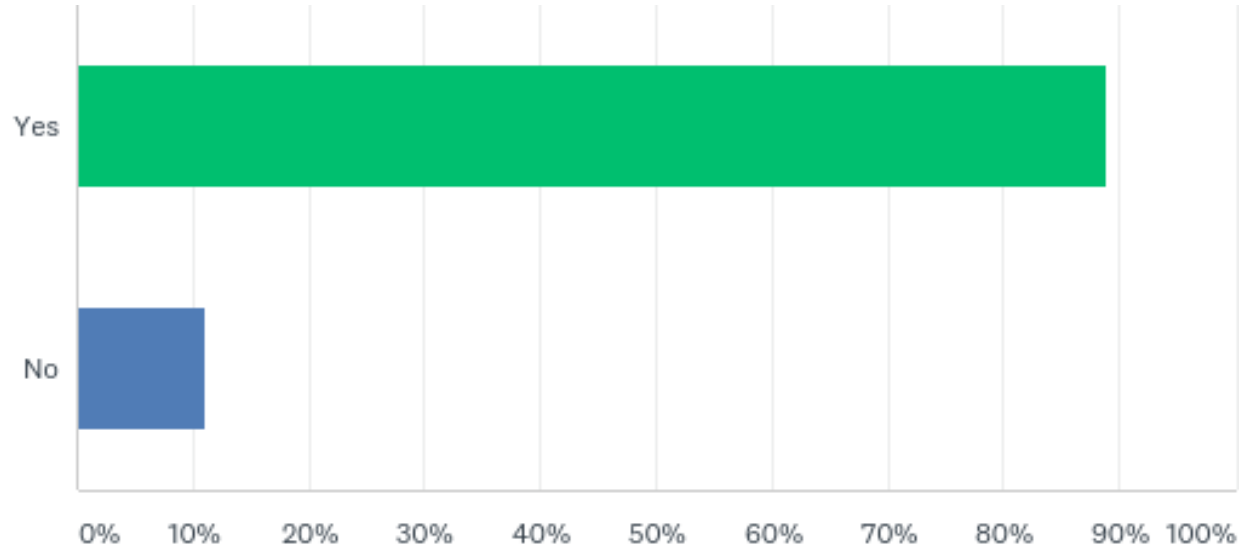


## Are there any additional services, resources, benefits or supports you would suggest be provided to Showcase exhibitors in the future?

---

- Better wifi
- A little more space between booths
- Add meeting space in the pavilion (small - for 6 people max)
- Maybe announce when a speaker is on, I know sometimes staff walked around to let us know but might get the attention of others that were talking or away from booth.
- Ability to choose booth location
- Need more room between booths

# Was the event website [northernontariomining.com](http://northernontariomining.com) useful for your planning?



## Would your company be interested in exhibiting within a grouped pavilion at other events (e.g. CIM) ?

---

ANSWER CHOICES	RESPONSES	
yes	55.56%	55
no	3.03%	3
maybe	41.41%	41
TOTAL		99

## Would you consider booking exhibitor space outside of the Northern Ontario Mining Showcase pavilion for PDAC 2019?

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ANSWER CHOICES	RESPONSES	
Yes	33.67%	33
No	66.33%	65
TOTAL		98



## Do you have any other comments, questions, or concerns?

---

- great event
- excellent event - best run show I've attended
- Great show again. Thank you to all for the hard work and continued effort to organize this event. Well done and thanks!
- very professional - thank you
- we would love to come back next year
- Much appreciated - thanks for everything!
- great job by the event committee and coordinator
- would be very interested in similar set up at other mining events (CIM; Vegas show)
- Always well put together! Great Job! Would like info on how to get the large panel on the kiosk printed.
- Excellent resource - thanks!
- Excellent!!
- booths too crowded
- Thank you for this great opportunity!
- It was difficult for our clients to find our booth. Booths are not in order, which was confusing. Companies in the Northern Ont. Pavilion were not listed in the PDAC booklet. Could this be changed next year?
- Registration slow
- Event staff are very helpful
- Great show!
- Well done!
- Great work!
- Thank you for everything

## Do you have any other comments, questions, or concerns?

---

- we would only consider taking a space outside of the pavilion if we can be next to it because the connections made are as valuable as the global ones
- Great set up and networking
- Please continue for PDAC 2019
- Extremely important to our business + visibility. Very well done!
- Keep Marla Tremblay, she is an excellent asset to PDAC
- This was an excellent show for us! Provided us with great insight into international interest in our products/services.
- Being a part of Northern Ont. pavillion defines us and groups many companies together. That is beneficial when showcasing our company to be able to point out others in our area/affiliations. Great job again this year.
- Great job Marla and team!
- Would suggest making company name on ID card bigger for quicker opportunity to start conversation with passer bys
- Best year yet! Thank you!
- Great experience!
- Thank you!
- Thanks Marla and team, great results as usual! Thank you!
- Very pleased with support. Thank you.
- Great Job!
- Company names on tags bigger so you can detect people easier
- Good job Marla!
- Networking with other exhibitors and political contacts was useful
- You guys do a great job, thank you!
- Thank you for everything

## Single / sole Source Justification

Attach this completed form to requisitions when competitive bids are not solicited.

Requested Single/Sole Source Supplier:

Company Name: Markey Consulting

Contact Name: Marla Tremblay

Address: 503 Champagne Road

City: Sturgeon Falls Prov: ON Postal Code: P2B 2L9

Phone Number: (705) 499 - 6267 E-mail: mtremblay@markeyconsulting.com

<input type="checkbox"/> Sole Source	<input type="checkbox"/> Single Source	<input checked="" type="checkbox"/> No Substitute
(No other known source or the only source meeting specification requirements)	(Only the designated Supplier is acceptable, others may exist)	(Specified item is required due to uniqueness, research continuity, etc.)

**Description of  
Product or Service:**

Markey Consulting has been providing event coordination services for us at PDAC since 2014. The company's relationships with mining suppliers has made the event successful.

**Estimated Cost: \$**

60,000 / year for 3 year agreement

**Complete the following checklist:**

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**
- A specific item is needed:
  - To be compatible or interchangeable with existing hardware;
  - As spare or replacement hardware;
  - For the repair or modification of existing hardware, or
  - For technical evaluation or test.
- There is a **substantial technical risk** in contracting with any other contractor (e.g. only one contractor has been successful to date in implementing a difficult manufacturing process.)
- For support services effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g. the chances of another firm winning a competition are clearly remote).

Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition exists so that the recommended company has a significant advantage over any other company who can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Markey Consulting has been coordinating the Northern Ontario Mining Showcase for us at PDAC since 2014 and has been instrumental in finding potential exhibitors and expanding the size and scope of the event. It is recommended that we keep Marla on for continuity with the exhibitors and partners alike.

Requested by: James Franks  
Department Head

March 28, 2018  
Date

Reviewed by: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Date

Endorsed by: \_\_\_\_\_  
Council

\_\_\_\_\_  
Date



503 Champagne Road  
Sturgeon Falls, ON P2B 2L9  
t. 705-499-6267

MARKEY CONSULTING markeyconsulting.com

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## Services Proposal: Northern Ontario Mining Supply Showcase 2019 - 2021

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Markey Consulting is pleased to provide the following proposal for services to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the 2019, 2020 & 2021 Northern Ontario Mining Showcase (NOMS). The work plan will be completed within the guidelines and budget established by the NOMS Committee.

### PROPOSED SERVICES

Services include the following tasks associated to pre-event and on-site logistics management:

#### Venue

- Venue applications and contract negotiations
- Catering
- Venue design, set-up (lay –out; exhibitor pods, graphics, structures, AV; etc.)
- Coordination of venue staging
- Coordination of video wall content
- Development of touch screen content
- Coordination of feature areas and simulators
- Coordination of onsite meeting rooms

#### Event Promotion & Registrations

- Invitation list (target invite list including companies, partners, politicians, media etc.)
- Coordination of invitations & registration forms (design for both paper + web; committee approvals / communication; printing; delivery; circulation)
- Coordination of advertising (negotiation of ad rates; placement; design)
- Editorials and articles
- Direct calls
- Social media (LinkedIn)
- Manage RSVPs and registrations
- Develop collateral materials for distribution before and at show
- Coordination of exhibitor program development and content editing
- Acquire exhibitor graphics; coordinate poster design and printing
- NOMS website updates
- Coordinate wayfinding signage

#### Capacity Building

- Secure and manage boardroom schedule
- Coordinate stage; AV; seating etc.
- Secure speakers
- Develop and promote speaker series schedule
- Assist with international delegation coordination

**On-site Logistics**

- Itinerary (ribbon cutting; meet and greet; speaker series; show staff; AV; etc.)
- Troubleshooting point person for on-site venue management to oversee details
- Exhibitor registration and management
- Coordination of door / greeters / guest check in
- Pop-up banners & collateral materials
- Promotion on show floor
- Cleaning; wi-fi; badges; parking; accommodations block

**Communications:**

- Calling & planning committee meetings
- Media relations (media releases; promotion of companies for editorials; invites to events etc.)
- Reports and itineraries (companies; partners; committee; etc.)
- Information requests (partners; exhibitors etc.)
- Survey development, distribution and tabulation
- Post event reports, follow-ups and KPI tracking including 3 month & 6 month follow-ups

**Other:**

- Complete applications and project reports for FedNor funding on behalf of the City
- Work with event committee to secure SME Exhibitors sufficient to cover the projected revenues in the Budget Projections
- Manage project budget to ensure compliance and work with City to prepare reports for funding agencies.

**PROPOSED FEES: \$600 per registered NOMS exhibitor (contingent on funding)**

Fees include all services listed above as well as project management and telephone calls with client, supplier liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra. Additional disbursements such as event registration fees, travel and accommodations to event, travel to committee meetings are extra and must be reasonable expenses as approved by the NOMS Committee budget.

**Proposed Payment Terms:**

- 50% of year of anticipated annual fees to be invoiced and paid upon funding approval
- 25% of year anticipated annual fees to be invoiced and paid in January of event year
- 25% balance of actual fees to be invoiced and paid by April 15 of event year

---

*For questions regarding this proposal, please contact:* **Marla Tremblay, President**  
**Markey Consulting**  
t: 705-499-6267 | e: [mtremblay@markeyconsulting.com](mailto:mtremblay@markeyconsulting.com)



In witness whereof the parties have executed this Agreement.

Signed and Sealed in the presence  
of



**Markey Consulting**

\_\_\_\_\_  
President Marla Tremblay

\_\_\_\_\_  
Witness (name): \_\_\_\_\_

\_\_\_\_\_  
Date

**Corporation of the City of Temiskaming Shores**

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** April 3, 2017  
**Subject:** Request for Sponsorship – District of Timiskaming Emergency Medical Services (DTEMS)  
**Attachments:** **Appendix 01** – Letter of Request from DTEMS  
**Appendix 02** – Application to Frog’s Breath

---

Mayor and Council:

The District of Timiskaming Emergency Medical Services (DTEMS) has applied for funding assistance to the Frog’s Breath Foundation in the amount of \$100,000 to assist with the purchase of a Remote Access Response Vehicle. DTEMS is not a registered charitable organization and in order to be eligible to receive funding are requesting a “**sponsorship**” from the City of Temiskaming Shores.

Council for the City of Temiskaming Shores adopted By-law No. 2016-133 being a Charitable Sponsorship Policy for the City which sets out the provisions for eligibility for sponsorship. **Appendix - Letter of Request from DTEMS** and **Appendix 02 - Application to Frog’s Breath** outline further details in regards to this initiative.

The application for sponsorship is in keeping with the City’s Charitable Sponsorship Policy and therefore it is recommended that Council provide sponsorship to the application.

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

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager





March 22, 2018

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

Re: Frog's Breath Application – Sponsoring Organization

Dear Mayor and Council:

The District of Timiskaming Emergency Medical Services (DTEMS) is in the process of preparing an application to the Frog's Breath Foundation for funding to assist with the purchase of a Remote Access Response Vehicle. This EMS response unit will serve to better serve and respond to citizens and visitors of Timiskaming who become severely injured or ill in remote areas of our district.

As the DTEMS is not a registered charitable organization we are required to obtain a Sponsoring Organization as part of the application process.

I respectfully submit a request for the City of Temiskaming Shores to be the Sponsoring Organization on behalf of DTEMS for the Frog's Breath Foundation funding application.

Looking forward to your favourable response. If you have any questions or concerns, please do not hesitate to contact the undersigned at 705-648-4627 (cell) or [mccarthyj@dtssab.com](mailto:mccarthyj@dtssab.com), or Paramedic Trevor Neddo at 705-676-6833 (Cell) or [neddot@dtssab.com](mailto:neddot@dtssab.com).

Yours truly,

John McCarthy  
EMS Paramedic Chief, AEMCA  
District of Timiskaming EMS



# FROG'S BREATH FOUNDATION FUNDING APPLICATION

Small Donations \$500 - \$25,000 (deadline March 30)

<b>Executive Summary</b>		
Name of Organization: District of Timiskaming Emergency Medical Services		
Sponsoring Organization (if applicable): 29 Duncan ave N, Kirkland Lake		Note: If using a sponsoring organization a resolution or letter of support must be attached to the application.
Trevor Neddo		
Tel: <a href="tel:705-676-6833">705-676-6833</a>	Fax:	Email: <a href="mailto:neddot@dtssab.com">neddot@dtssab.com</a>
Charitable Registration Number (required):		R R
Total Organization Budget	Total Cost of Project	Amount Requested
\$ Please see attachment	\$150,000	\$100,000
Project Title: <u>Remote Patient Access Program</u>		
<p><b>Brief Description of Program:</b>            When a medical emergency strikes you expect an ambulance to be able to arrive at the scene in a safe and timely manner. In Northern Ontario, these medical emergencies can often occur in locations that are not accessible by a conventional ambulance. Despite where emergencies occur, people should be able to rest assured that help will be able to reach them</p> <p>As the sole provider of emergency medical response in Timiskaming, the District of Timiskaming Emergency Medical Services is often called upon to respond to emergencies in these remote areas. Wither it is a snowmobiler, a worker operating in remote areas, a hiker, or anyone else that may be in the beautiful wilderness of Northern Ontario, should they need our assistance DTEMS will respond and treat them with the highest level of care possible. Unfortunately, DTEMS lacks the specialized equipment need to respond to areas where our Ambulances are not able to travel to. Often, we are forced to rely on other agencies and even private citizens to help us access our patients. This leads to many complex issues that can delay help getting to the person in need, create safety issues for the Paramedics and Patients and create unneeded stress for everyone involved.</p> <p>The Paramedics and Management Team of DTEMS has recognized the need to secure a specialized vehicle and trailer which would allow us to respond to emergencies in remote areas without having to be dependent on other people. The Paramedic profession has advanced rapidly in the past years and continues to do so. The Paramedics need the proper equipment to be able to perform their skills properly.</p> <p>This specialized vehicle will be built on a side by side utility vehicle that is purpose built to allow highly trained Paramedics to perform their lifesaving skills that normally occur in the back of a conventional ambulance, while traversing rugged remote terrain. The vehicle will be designed and equipped to handle the majority of weather conditions that the North faces, allowing it to respond to calls all year round. The Paramedics and our Patients would be kept safe and comfortable in enclosed treatment compartment which would be climate controlled and equipped</p>		

with proper safety restraints. This vehicle may also be utilized in more urban areas, during large events to be able to move through crowds of people in advance of an ambulance or to move a patient to an ambulance.

Unfortunately a vehicle of this nature is a significant expense and our limit budget does not allow us to purchase it without causing other critical areas to suffer. Therefore the District of Timiskaming Emergency Medical Services is reaching out to various community partners and asking for assistance in purchasing this life saving equipment.

Attach to this application:

- List of Officers and Members of the governing board; their business or other affiliations; the committees that are in place.
- Current operating budget and project budget
- Most recent financial statements (audited preferred)
- Other pertinent material

## Evaluation Information

### Impact On Community

Briefly state the purpose and structure of your organization. Include the following information: history; founding date; volunteer base; staff; location; achievements; whom it serves; goals; principles.

Twenty-four-hour emergency medical service is maintained from three EMS stations across the District, utilizing the advanced patient care skills of over 44 full-time and part-time paramedics. The paramedics are supervised by EMS Deputy Chief/Paramedics responsible for each EMS base, its staffing pattern and maintenance of the emergency vehicles assigned to each respective base. Overseeing the program is an EMS Chief, responsible for overall program management, budget and planning.

DTEMS operates bases in Haileybury, Englehart and Kirkland, while covering the entire 13,300 square kilometers of the District. We also operate two first response teams located in Latchford and Larder Lake, comprised of volunteers these teams respond in advance of the Paramedics to begin advanced first aid and CPR as needed.

Please also provide your Mission Statement or similar guiding statements (i.e., mandate, goals and operating principle).

To provide emergency medical care in a timely and safe manner to all patient no matter their geographical location.

What will the project specifically accomplish and how does this relate to the overall goals of your organization?

This project will allow the District of Timiskaming Emergency Medical Services to bring emergency medical care to the remote reaches of the District without the need to rely on other agencies to transport the Paramedics or Patients.

What specific population will benefit from your project (i.e., how will it work to strengthen and enhance the quality of life in our community)?

This project will benefit anyone that enjoys the wilderness of Timiskaming District, that may become injured or ill.

## Timing

Briefly describe the timing of your project, including the projected start-up and completion dates?

The goal for this project is to have the remote access vehicle in place and ready for service with training complete by the end of 2018.

Ideally, order would be place in June of 2018 and delivery to be taken late Fall to begin training of Paramedics.

## Costs

Please outline your project costs and sources of revenues.

<b>Estimated Expenses</b>	<b>Amount</b>	<b>Comment</b>
Salaries/Fees/Honoraria	\$	
Printing	\$	
Materials/Supplies	\$	
Advertising/Promotion	\$	
Office Expenses	\$	
Other Expenses	\$	
Total Expenses	\$	
<b>Estimated Revenue</b>	<b>Amount</b>	<b>Comments</b>
Fees	\$	
Donations	\$	
Earned Revenue	\$	
Fundraising	\$	
Other Grants	\$	
Funding from Frog's Breath	\$	
Other Revenue	\$	
Total Revenue	\$	

In relation to your start up and completion dates, please outline any impact timing may have on your funding requirements.

Funding needs to be in place prior to vehicle and equipment being ordered. As soon and we can confirm that we will have the funds needed, the order will be placed and a training program developed with the assistance of other Paramedics Services that already have programs in place. Upon delivering of the vehicle and equipment, all Paramedics will be trained in the operation of the vehicle.

## Other Money Raised

What other fund raising programs have been considered and/or approached for part of the initial funding requirement? Are there any Government funding programs, such as FedNor, Ontario Heritage Fund, Ontario Trillium Fund, municipal programs, etc., that your organization is potentially eligible for? (Include a current list of supporters and the amounts of financial help they have provided)

At this time no other donations have been received but request of have been sent to various organizations

TransCanada

Aecom Lumber

KL Gold

Lions clubs of New Liskeard, Englehart/Charlton and Earlton

Earlton Knights of Columbus

Timiskaming Foundation

Englehart and Area Community Fund

## Sustainability

Why do you think this project will be successful? What strengths does your organization possess that will ensure a positive outcome? If appropriate, how have you planned to continue this initiative in the future?

As the sole provider of Pre-hospital emergency medical care in Timiskaming District, DTEMS is the only agencies that can bring advanced medical and transportation to the remote areas of the District.

DTEMS is comprised of a dedicated team of roughly 50 highly trained Paramedics, that are always undergoing continual medical education to stay at the leading edge of Paramedicine. This project would provide the Paramedics with a very valuable to effectively perform their duties during emergencies that currently present with a lot of difficulties.

The remote area access vehicle and trailer are expected to have a minimum life span of 10 years. Maintenance of the vehicle and equipment will be factor into our operating budget.

If the application is for start-up funding, how will the project be financed in the future?

Once this vehicle is secured all associated costs will be able to be budgeted for and included as part of our ongoing budget. (ie maintenance costs, training, fuel).

## Leadership

What will you do that is different from or better than existing programs? How will you build on existing programs or services?

Currently there is not specific plan in place to access a patient in need when in remote areas of the District. Presently when a call comes in, Paramedics and OPP are dispatched to the area and communications begin on what equipment/vehicles may be available to assist. This can include contacting local fire departments (each having different capabilities), reaching out to air ambulance, Federal Search and Rescue agencies, and others. This causes a lot of stress and frustration for everyone involved trying to organize a rescue and potentially causing delays to reaching the patient.

If Paramedics had a vehicle specifically designed to reach these areas and safely transport a patient and Paramedics, a lot of the stress and frustration would be reduce or even eliminated.

## Community Support

Who in the community or elsewhere is working on this project? If it is appropriate, how will you coordinate with them? What makes your organization unique?

Even with a rescue vehicle, DTEMS will continue to work with local Fire Departments and the OPP on these types of calls. Training will be offered to the Fire Departments and OPP through the local Timiskaming Emergency Service Training ("T-EST") group to ensure all agencies are familiar with the vehicles purpose and use.

The Allied Agencies will also be able to request the support of the this vehicle should they be presented with a situation that this vehicle would prove to be useful for.

## Recognition For Frog's Breath

How will you acknowledge the contribution of the Frog's Breath Foundation?

Once the vehicle is secured a press release will go out to all local media outlets, outlining the project and thanking all of the donors. Donor's names will be applied to the exterior of the trailer which will be on display at various local events for years to come.

We will also be looking to build strong relationships with our donors and will be open to explorer any ventures we would be able to assist with in the future.

## Volunteer Base

Briefly describe how you will establish your volunteer base.

N/A

## Other Factors

Is there anything else you would like us to know about this project?

Well we operation on a multimillion dollar budget, it does not allow for purchasing of a specialized vehicle such as this without sacrificing in other areas, which is not an option for DTEMS as it may affect Patient care.

Please see attached document for more details.

Will a tax receipt be issued? No

FROG'S BREATH FOUNDATION  
P.O. Box 130, New Liskeard, Ontario POJ IPO  
Tel: (705) 647-1000 Fax: (705) 647-8888  
Email: [info@frogsbreathfoundation.org](mailto:info@frogsbreathfoundation.org)





DISTRICT OF  
TIMISKAMING  
EMERGENCY MEDICAL  
SERVICE

Remote Area Emergency Response

**ABSTRACT**

Whether you end up in the remote backcountry due to work or recreation, paramedics need to be able to get to you in your time of need due to an unexpected illness or injury

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  - Mandate and Services
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# Executive Summary

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The District of Timiskaming Emergency Medical Services (DTEMS) is the sole provider of land ambulance service within the District of Timiskaming. DTEMS is comprised of approximately 50 full time and part time Paramedics, 3 Deputy Chiefs and 1 Chief. The Paramedics are highly trained Primary Care Paramedics that respond to approximately 8,300 calls for service a year and provide basic and advanced life support skills, symptom relief medication, manual defibrillation and intravenous (IV) therapy.

Timiskaming District has vast amounts of remote wilderness and waterways that are enjoyed all year round by countless citizens and visitors for recreation, hunting/fishing and work. Large portions of these remote areas are only accessible by means other than roads, such as ATVs, snowmobiles, hiking and aircraft.

It is the unfortunate reality that people become injured or ill in these remote areas and require interventions from highly trained Paramedics. Often Paramedics are not able to reach the scene of the emergency with a normal full-size ambulance and must find other means of reaching the person(s) in need of medical care. Responding to these types of Emergencies always comes with numerous complex issues that must be addressed and overcome in an expedient manner.

Currently when a call for service in these remote areas comes in, DTEMS has to rely on other agencies such as OPP, local Fire Departments and even Military Search and Rescue resources to assist as DTEMS does not possess specialized equipment to respond to the remote areas. Relying on these agencies can cause various issues and they may not be able to respond in the timely manner that Patients and Paramedics require. The equipment Police and Fire agencies have are not properly suited to allow the Paramedics to bring the required equipment into an emergency scene and do not allow the Paramedics to extricate the patients and perform the highly skilled medical procedures needed.

With the rapid and continual advancement in the field of Paramedics, it is time DTEMS becomes self-reliant and properly equipped to respond to life threatening emergencies that may occur in these remote areas. Paramedics need to know that the equipment they need to perform their job properly will be available when needed. Citizens of Timiskaming District need to know that they will be able to receive emergency medical care no matter where their property may be located. Visitors to the District should know that they can enjoy the beautiful wilderness and trails the District has to offer without worrying about becoming injured or ill in the remote areas. Industries need to know that their employees will be taken of care of in the event of an emergency no matter how remote the worksite may be.

The District of Timiskaming Emergency Medical Services is reaching out for assistance from various organizations with interests in the District of Timiskaming in our goal of purchasing a remote off-road response vehicle and trailer to be able to respond to call for service in these difficult to reach locations. This vehicle would be purposed built to transport Paramedics and equipment safely into an emergency scene and be able to extricate the Patient back out to a waiting ambulance. The vehicle would be based on a “Side by Side” utility vehicle. The John Deere Gator XUM825 S4, it the perfect vehicle to allow a custom-built enclosure to be installed on the back (Figure 1.2 and Figure 1.3) to protect the Patient and Paramedic while allowing continual emergency medical care to be performed. Capable of being used with both wheels and a track system this vehicle will be designed to be used in all seasons and conditions that the North experiences.

Specialized equipment of this nature does come at a high cost (Table 1.1) and unfortunately our limited budget does not allow us to purchase this needed equipment. Therefore, we are reaching out to various community partners to help us reach our goal and allow us to be able to bring emergency medical care to everyone that may need it despite the geographical challenges. To show our appreciation, once the vehicle and trailer is purchased, company logos will be applied to the exterior of the trailer. The trailer and vehicle will then be on display at community events throughout the District for years to come. Local media will also be contacted upon delivery of the vehicle and a press release will be put out thanking the donors and explaining the project. DTEMS is also willing to assist donors where possible to allow companies to receive exposure for their donation. We expect this vehicle to have a minimum life span of 10 years making it a long-term investment for the District.

## Mission Statement

To provide emergency medical care in a timely and safe manner to all patient no matter their geographical location.

## Objective

The main objective of this project is to give the Paramedics the proper equipment needed to quickly and safely reach patients that require advanced emergency medical care in the remote areas of Timiskaming District that cannot be reached by a conventional ambulance without having to rely on other agencies.

## Needs Assessment

Each year DTEMS sees increasing number of calls for service in the remote areas of the District and with the advancement of care the Paramedics are able to provide, the current means of reaching these remote areas are no longer effective. Currently when a call comes in for these remote areas, a lot of time is spent trying to determine what resources are available to respond to the specific area of the District. There are 25 different Fire Department spread throughout Timiskaming, all with varying levels of service they are able to provide. All of the Departments with the exception of 1 are strictly volunteer departments. Three Departments do own rescue sleighs which can be towed behind a snow machine, but this equipment is out dated and does not allow for the Paramedics to transport the lifesaving equipment and does not allow for continual care while extricating the Patient from the scene. Often the Paramedics are required to straddle the Patient unsecured while in motion which is not safe for the Patient or Paramedic. These Departments also are only able to respond to calls within their coverage area and would not be able to respond to a large majority of the District.

The District also has two separate detachments of the Ontario Provincial Police, both detachments do have snow machines and all-terrain vehicles that are able to respond and capable of towing a rescue sleigh but they may be tied up on other calls for service and not be able to respond to the medical emergency in a timely manner. The equipment the OPP has is also not designed for Paramedics to be able to perform their skills effectively.

As the only emergency agency that is responsible for 100% of the District, it is crucial that DTEMS is able to offer its services to the entire District and not have to rely on other agencies. By obtaining a remote response vehicle DTEMS will be able to respond to emergency medical situation efficiently in a safe timely manner. The response vehicle would be designed to be operated by 2 or more Paramedics and allow them to transport all the needed medical equipment into an emergency scene, properly secure and package a Patient for transport and extricate Patient and Paramedics back out to a waiting ambulance and then transport the Patient to a medical facility. As these types of emergencies can be very complex, DTEMS will continue to work closely with the OPP and local fire departments to ensure the People of Timiskaming receive the best possible emergency response.

If this issue is not addressed, there will always be the complex issues that are generated with when medical emergencies occur in the remote regions of Timiskaming District, which will cause delays and potential risks for the Patients and Paramedics.

# Description of Organization

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## Overview

District of Timiskaming Emergency Medical Services (DTEMS) is the sole provider of emergency medical care within the District of Timiskaming. Operating from three EMS stations across the District with approximately 50 full-time and part-time paramedics, DTEMS provides 24 hour emergency medical services. The paramedics are supervised by EMS Deputy Chief/Paramedics responsible for each EMS base, its staffing pattern and maintenance of the emergency vehicles assigned to each respective base. Overseeing the program is an EMS Chief, responsible for overall program management, budget and planning.

## Company Ownership/Legal Entity

DTEMS is operated under the District of Timiskaming Social Services Administration Board (DTSSAB).

## Location

DTSSAB & DTEMS Main office

29 Duncan Ave  
Kirkland Lake, ON  
P2N 3H7  
(705) 567-9366  
Toll Free: (888) 544-5555  
Fax: (705) 567-9492  
[www.DTSSAB.com](http://www.DTSSAB.com)

## Hours of Operation

Business Hours

Monday – Friday 8:30 – 4:30

Emergency Services

24-hour coverage, 7 days a week

## Mandate and Services

DTEMS is committed to ensuring quality emergency patient care to the residents and visitors within the District. Service is provided to the level of Primary Care Paramedics providing Semi-automatic defibrillation and cardiac monitoring, intravenous fluid administration, advanced airway management and a selection of symptom relief medications, injected, inhaled and orally administered.

Non-emergency patient transportation is made available on an as needed basis when resources are available and that will not compromise the availability of emergency services within the District.

Patient care quality assurance is monitored by an internal program administered by one of the Deputy Chiefs. The Base Hospital program operated by the Sudbury Regional Hospital oversees all advanced patient care skills and delegated to our paramedics through a licensed physician who trains and certifies our paramedics in their advanced patient care skills.

# Appendix

## Project Costs

Table 1.1

Item	Estimated Cost
John Deere Gator XUV825M S4	\$20,000
Remote Response Vehicle Modifications	\$65,000
Enclosed Trailer	\$15,000

## Figures

Figure 1.1



Figure 1.2



Figure 1.3



# Contact Information

Name	Contact Numbers	Email	Address
<p><b>Trevor Neddo</b> Paramedic, Health and Safety Co-chair, Service Instructor</p>	<p>Cell 705-676-6833</p>	<p><a href="mailto:neddot@dtssab.com">neddot@dtssab.com</a></p>	
<p><b>Glen Fraser</b> Paramedic, Health and Safety Rep</p>	<p>Cell 705-642-6320</p>	<p><a href="mailto:fraserg@dtssab.com">fraserg@dtssab.com</a></p>	
<p><b>John McCarthy</b> Chief of Paramedics, Health and Safety Co-Chair</p>	<p>Cell 705-648-4627 Office 705-567-9366 Ext 3232 Fax 705-567-1942</p>	<p><a href="mailto:mccarthyj@dtssab.com">mccarthyj@dtssab.com</a></p>	<p>P.O. Box 310 29 Duncan Ave. North Kirkland Lake, ON P2N 3H7</p>



DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD



EMERGENCY MEDICAL SERVICES - 2016 BUDGET

	2016 ACTUAL AUDITED
<b>Expenditures</b>	
<b>Operating Expenditures</b>	
Salaries, Wages & Benefits	\$ 5,045,309
Travel, Training & Meeting Expenses	89,156
Information Technology	84,890
Vehicle Operating Expenses	275,307
Facilities	145,800
Patient Care	66,576
Other (Uniforms, Legal Fees, Promotion, etc.)	118,948
<i>Program Support Allocation</i>	344,417
<b>Total Operating</b>	<b>6,170,403</b>
<b>Capital Expenditures</b>	
IT Infrastructure	12,231
Defibrillator	-
<b>Vehicles</b>	<b>301,322</b>
Stretchers	25,193
<b>Total Capital</b>	<b>338,746</b>
<b>Contribution to Reserves</b>	
Working Fund Reserve	-
Severance	10,310
Vehicles	31,612
Equipment	63,000
<b>Total Contribution to Reserves</b>	<b>104,922</b>
<b>Total Expenditures</b>	<b>\$ 6,614,071</b>

**DISTRICT OF TIMISKAMING SOCIAL SERVICES ADMINISTRATION BOARD**

**EMERGENCY MEDICAL SERVICES - 2016 BUDGET**

	<b>ACTUAL AUDITED</b>
<b>Revenues</b>	
Provincial Funding	\$ 2,483,077
Public Health Promotion Program Funded	
TWOMO Funding	900,500
First Nation Funding	11,580
Interest Income	14,922
Other Income	2,083
Vehicles	-
Equipment	-
Severance	154,000
Base Improvements	-
Working fund	196,880
<b>Total Revenues</b>	<b>\$ 6,614,071</b>

## Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** April 3, 2018  
**Subject:** Request for Sponsorship – Tri-Town Ski and Snowboard Village  
**Attachments:** 01 Application to Frog's Breath

---

Mayor and Council:

The Tri-Town Ski and Snowboarding Village has applied for funding assistance to the Frog's Breath Foundation in the amount of \$56,000 in order to expand their tubing hill and install a lift system. The organization is a not-for-profit group and in order to be eligible to receive funding are requesting a "**sponsorship**" from the City of Temiskaming Shores.

Council for the City of Temiskaming Shores adopted By-law No. 2016-133 being a Charitable Sponsorship Policy for the City which sets out the provisions for eligibility for sponsorship. The Ski and Snowboard Village is located in the unincorporated Township of Lorrain and has therefore requested sponsorship from the City of Temiskaming Shores. **Attachment 01 – Application to Frog's Breath** is a copy of the application.

The application for sponsorship is in keeping with the City's Charitable Sponsorship Policy and therefore it is recommended that Council provide sponsorship to the application to the Frog's Breath Foundation.

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

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**TRI TOWN SKI & SNOWBOARD VILLAGE**

Box 1598

New Liskeard, ON P0J 1P0

[www.tritownskivillage.ca](http://www.tritownskivillage.ca)

[info@tritownskivillage.ca](mailto:info@tritownskivillage.ca)



March 28<sup>th</sup>, 2018

**Re: Application for Frog's Breath Foundation Funds**

To whom it may concern,

On behalf of the Tri Town Ski and Snowboard Village (TTSSV) and the Tri Town Snow Tubing subcommittee, please accept our application for funds to expand and enhance our tubing facility.

2018 has been our most successful and profitable year yet! Our ambitious board has three large projects planned for the off season that will enhance all of the services we offer but require significant TTSSV funds.

- 1) Construction of a new chalet (\$80,000)
- 2) Upgrades to Tbar lift (\$10,000)
- 3) Expansion of tubing area and installation of a tubing lift (\$76,500)

We are putting most of our fundraising dollars and profits from this season into the first projects and sincerely hope that Frog's Breath will be able to support us with our Tri Town Snow Tubing vision, so that next season will again exceed all expectations.

Sincerely,

A handwritten signature in black ink, appearing to read "Lorna Desmarais". The signature is fluid and cursive, with a small mark above the final letter.

Lorna Desmarais

Tri Town Ski and Snowboard Village Vice President

Tri Town Snow Tubing Subcommittee Member

# FROG'S BREATH FOUNDATION



## Executive Summary

**Name of Organization:** Tri Town Ski and Snowboard Village

**Sponsoring Organization (if applicable):** N/A

**Address:** 974368 Hwy 567, North Cobalt, ON, P0J 2R0

**Contact Person:** Lorna Desmarais

**Tel:** 705-648-3602

**Fax:** 705-647-5779

**Email:** [desmaraisl@ntl.sympatico.ca](mailto:desmaraisl@ntl.sympatico.ca)

**Charitable Registration Number (required):** 437220

**Total Organization Budget:** \$83,202

**Total Cost of Project:** \$76,500

**Amount Requested:** \$56,000

**Project Title:** Tri Town Snow Tubing Hill Expansion and Lift Installation

### Brief Description of Program

The project scope is to enhance Tri Town Snow Tubing, the tubing area at the Tri Town Ski and Snowboard Village. We plan to expand the existing runs in number and in length and install a lift system with the objective of increasing the number of families who participate in this fun winter activity.

Tri Town Snow Tubing has been more successful than we could have anticipated in its first year. There have been 1242 individuals who have come tubing over our 20 days of operation this season, which is an average of 62 people/day and over \$12,000 in revenue for the Ski Village.

We have begun to call tubing the "gateway sport" as a number of children who have come out to tube with their families have shown an interest in then learning to ski or snowboard. The number of private lessons taught through Tri Town Snow School this season increased this by 220% (275 compared to 123 last season). Twenty eight (10%) of this seasons private lesson participants have been a direct results of Tri Town Snow Tubing. These families may never have come to the Ski Village if not for this new activity. People are programing their GPS to find their way to this hidden treasure in our community for the purpose of tubing as a family and are then discovering everything the Ski Village has to offer.

Our project includes clearing more land to extend the existing runs, surveying, grading, and running power to the tubing area to prepare for installation of a second hand lift system. This process will require extensive engineering services to ensure the lift meets TSSA standards and is designed suitably for the area in which it is installed.

This project will benefit the entire community and surrounding areas by increasing opportunities for people to be physically active and socially engaged in the winter months.

# Evaluation Information

## Impact on Community

**Briefly state the purpose and structure of your organization. Include the following information: history, founding date, volunteer base, staff, location, achievements, whom it serves, goals and principles.**

The Tri Town Ski and Snowboard Village, located in South Timiskaming, provides an outdoor facility for downhill skiing, snowboarding, snow shoeing and as of this past season- snow tubing for the families in the area. We are a dedicated local volunteer run not for profit organization that is committed to providing quality programming and infrastructure to support and encourage winter sport participation. The club has a long history in our community, originating in the 1960's and many local families have enjoyed spending their winter months participating in the winter activities offered. The volunteer executive committee works hard year round to keep the club operating along with many community sponsors and partners. Local fundraisers, community support, partnerships, generous donations and positive energy have all built the Tri Town Ski & Snowboard Village back to its full potential.

Over the past few years the energetic board of directors has made significant strides in reviving this once struggle landmark. In addition to efforts made to revise the Tri Town Snow School and Canadian Ski Patrol, we have expanded our services this season to include snow tubing as an alternative winter activity for families in our area.

We offer free transportation running to and from the ski village every weekend. We host birthday parties for both skiing and tubing patrons and an annual aboriginal day which brings in over 80 first nations children, youth and their families to expose them to these fun winter activities. We host special days for students from Northern College and Northern Ontario School of Medicine and we partnered with Club Richelieu/ESCSM to provide them an opportunity to host a fundraiser at our hill this season. We are always finding new and creative ways to bring out new faces, including our super successful Ladies Only ~ Skiing 101 workshop and lessons.

Our board consists of 15 dedicated volunteers. Board member professions include physician, financial advisor, business owners, business executive, teachers, nurse, trades people and recreation supervisor. Our volunteer base grows each year and the support that we get from our community is amazing. As a business, we employed 30 part time staff this season in the positions of lift attendants, rental technicians and ski instructors. Our ski patrollers, ticket sellers and canteen workers all volunteer their time and energy.

Past achievements include being honored with the 2016 CJTT Citizens of the Year, successfully securing an OSRCF grant which allowed us to re-introduce our snow school/ski patrol and although not yet announced publically, we were successful in our application to Ontario Trillium Foundation - Community Capital Grant for \$150,000 towards the construction of our new chalet. ☺

**Please also provide your Mission Statement or similar guiding statements (i.e. mandate, goals and operating principle).**

The Tri Town Ski and Snowboard Village is dedicated to providing a high quality, safe and inclusive recreational facility for downhill skiing, snowboarding, snow shoeing and snow tubing in order to engage families in the Timiskaming area in physical activity and to foster healthy and active lifestyles.

The facility serves the area by providing a destination for winter recreation. Our main principle is to provide a sense of community and a warm, family friendly atmosphere to those who enjoy outdoor winter activities. Our goal is to enhance our services even more by expanding our tubing runs and installing a lift system in the tubing area.

**What will the project specifically accomplish and how does this relate to the overall goals of your organization?**

In the fall of 2017 we began construction on a tubing facility at the ski village which involved clearing eight acres of land to the east of Skiers Grant and grading the slope to accommodate two tubing runs. In its first season, the response has been tremendous and our tubing hill has drawn in over 1200 users from as far as North Bay and into Quebec. It has become clear that we must better serve our clientele by installing a proper lift system. At present we use a recreational vehicle that cannot successfully accommodate the demand by the growing number of users.

Revenue at the Ski Village has increase 37% from last season in large part to the introduction of Tri Town Snow Tubing.

Our goal now is to create a larger, user friendly tube facility in order to continue provide an alternative opportunity to families looking to participate in winter activities in the district and to draw families out to see all we have to offer. A lift system will be able to handle the increased number of users as word spreads and offer a safe and convenient way of getting up the tubing hill. The ability to have power run to this area will also allow us to work towards installing lights in order to offer night tubing!

**What specific population will benefit from your project (i.e. how will it work to strengthen and enhance the quality of life in our community)?**

All age groups in the community will benefit from the expansion of Tri Town Snow Tubing. We will reach out to school groups and other groups – including First Nations and Metis from local reserves by providing discounted services to ensure accessibility for all.

The Tri Town Ski and Snowboard Village works with a diverse group of community organizations. Through formal partnerships with local business and community groups such as the Keepers of the Circle, KidSport, school boards, colleges, the municipality and local service clubs we are able to reduce social isolation by providing free transportation, low cost ticket prices and access to programs and financial assistance for community members in order to remove barriers.

## Timing

Briefly describe the timing of your project, including the projected start-up and completion dates?

May 2018 – extending the length of the runs, clearing bush, grading for slope and lift line prep

July 2018 – run hydro from existing power source to tubing area (approx. 200 meters away)

August 2018 – install concrete pads

September 2018 – install engineered lift system

December 2018 – open new tubing facility to the public!

## Costs

Please outline your project costs and sources of revenues.

Estimated Expenses	Amount	Comments
Salaries/Fees/Honoraria	\$	
Printing	\$	
Materials/Supplies	\$	
Advertising/Promotion	\$	
Office Expenses	\$	
Other Expenses	\$	
Total Expenses	\$76,500	See attached outline (Appendix A)

Estimated Revenue	Amount	Comments
Fundraising	\$ 7,000	Fundraising events held by Tri Town Ski Village specifically for the project.
Other Partners	\$ 2,500	10 new tubes – sponsored by local businesses
Funding from Frog's Breath	\$ 56,000	
In Kind Donations	\$ 11,000	Howard Morrow (clearing and grading) Pedersen Concrete (concrete pads for lift) Davis Properties (surveying) TJ Adshed Electrical Certified lift mechanics/lift contractors (50 hours)
Total Revenue	\$76,500	

In relation to your start up and completion dates, please outline any impact timing may have on your funding requirements. Based on previous experience we will require a percentage upfront in order to proceed with engineering contractors. Complete funding be required by June 2018.



## **Other Money Raised**

**What other fund raising programs have been considered and/or approached for part of the initial funding requirement? Are there any Government funding programs, such as FedNor, Ontario Heritage Fund, Ontario Trillium Fund, municipal programs, etc, that your organization is potentially eligible for? (Include a current list of supporters and the amounts of financial help they have provided)**

Phase one of Tri Town Snow School involved sponsorship from local businesses to purchase tubes, donations from One Foot Forward, New Liskeard Lions Club, Temiskaming Foundation and Trillium Mutual Community ROOTS grant. We also had generous sponsorship through community partners including Morrow Haulage Ltd, JPL Storage, and Angelwood.

We have recently applied to Ontario Sports and Recreation Community Fund Grant (OSRCF) for \$96,500 in order to expand the number of days of operation at the Ski Village/Snow Tubing and funding will be announced in June. This funding will allow us effectively double our operating season by offering six winter activity days for schools, four PD days and five days over March Break. It also includes funding for lighting for tubing area in order to host five family night tubing events.

Funds from government sources have been explored and are being used for our very large chalet project. Many government funders won't commit capital dollars to seasonal activities such as skiing or tubing.

## **Sustainability**

**Why do you think this project will be successful? What strengths does your organization possess that will ensure a positive outcome? If appropriate, how have you planned to continue this initiative for the future?**

The current board and tubing subcommittee recognize the importance of a facility such as this in our community and we are committed to the improvement and sustainability of all aspects of the ski village and tubing hill. Since the reopening in 2015 our revenue has increased over 50%. We have made significant improvements including addition of beginner lift/hill, snow school program, ski patrol, tubing hill and are in the preparing to commence construction of a brand new chalet which will be ready for the 2018/19 season. The board and its dedicated volunteers commit a minimum of 1500 hours during the season and countless hours fundraising and maintain the hill during the off season.

We have experience managing projects in personal work experience and with the ski village including:

- Leveling and modification and grading of the hill
- Design, engineering and installation of beginner area and handle tow including managing multiple contractors
- Ontario Sports and Recreation Community Fund recipient – managing two year project to plan and implement ski patrol and snow school
- Successful applicants to Ontario Trillium Foundation Community Capital Grant

In our first season we have averaged over 60 individual users a day. There were 200 people using the tubing hill on Family Day alone this season! We are proud of this significant accomplishment for a first year attraction. The numbers have made it clear this first phase of this project was a success. The second phase including implementing a tow and extending some of the runs will ensure even greater attendance and long term sustainability.

**If the application is for start-up funding, how will the project be financed in the future?**

N/A

## **Leadership**

**What will you do that is different or better than existing programs? How will you build on existing programs or services?**

We offer affordable and accessible opportunities for families to participate in the winter sports of skiing, snowboarding, snow shoeing and snow tubing. We offer free transportation to and from the hill to help increase accessibility for all. This project is a key part of our plan to continue to build on these programs and services. We strive to be engaged with our community and promote ourselves as a quality organization that adds value to our community.

## **Community Support**

**Who in the community or elsewhere is working on this project? If it is appropriate, how will you coordinate with them? What makes your organization unique?**

We have community partners that have supported the development of Tri Town Snow Tubing including Morrow Haulage Ltd, JPL Storage, New Liskeard Lions Club, Temiskaming Foundation One Foot Forward as well as local businesses who sponsored tubes.

Moving forward into this second phase of the project we have in kind support from Pedersen Concrete, TJ Adshed Electrical, Morrow Haulage and Davis Properties (surveying).

Our organization is unique as we not only are the only downhill ski/snowboard facility in the community but our tubing facility is drawing in visitors from North Bay and Quebec as it is a unique winter activity that is not widely available and we hope to be able to serve the families in Temiskaming for many years to come.

## **Recognition for Frog's Breath**

**How will you acknowledge the contribution of the Frog's Breath Foundation?**

Recognition will be given to the Frog's Breath Foundation through a variety of means. The tubing lift will be painted green and feature the Frog's Breath logo. The logo will appear on 10 of our new green tubes and there will be significant media attention around the opening of the newly expanded Tri Town Snow Tubing.

## **Volunteer Base**

### **Briefly describe how you will establish your volunteer base.**

The Tri Town Ski and Snowboard Village has a very dedicated board of directors and a growing group of volunteers (over 50) who are committed to seeing both the ski hill and tubing hill be successful in the long term. The momentum is peaking and the ski village is the vibrant place it once was. We have the right people in place to ensure we are successful and have a strong plan in place to allow for growth and sustainability of the hill for many years.

## **Other Factors**

### **Is there anything else you would like us to know about this project?**

This project will help us to enhance our services and attract more users to our facility. With the enhancement of Tri Town Snow Tubing we will not only be able to offer an alternative winter activity to the families of Temiskaming, but draw in new families to participate in the sports of skiing and snowboarding.

Our ambitious board has taken on two other important projects this off season that will enhance the ski village including upgrades to our Tbar and construction of a new chalet. These projects will require significant funds raised through our seasons revenue and our numerous fundraising events. We sincerely hope that Frog's Breath will be able to help our Tri Town Snow Tubing vision become a reality!

### **Will a tax receipt be issued?**

We are not a registered charitable organization. We are a not for profit group and therefore are unable to issue a tax receipt, however arrangements can be made with a partner to help with this process if need be.

FROG'S BREATH FOUNDATION  
P.O. Box 130, New Liskeard, Ontario POJ 1P0  
Tel (705) 647-1000 Fax (705) 647-8888  
Email: [frogsbreath@grant-capital.com](mailto:frogsbreath@grant-capital.com)

#### Attached to this application:

- List of officers and members of the governing board; their businesses or other affiliations, the committees that are in place
- Current operating budget and project budget
- Most recent financial statements (audited preferred)
- Other pertinent material

## Appendix A

### Budget for Tubing Hill Expansion

Ground Profile/Surveying	\$2,000
Extending and Expanding Existing Runs Grading of Slope and Lift Line Preparation	\$10,000
Hydro/Electrical – run 200 meters from current power source/Concrete	\$10,000
Purchase of Second Hand Refurbished Lift System (includes engineering, delivery and lift installation)	\$50,000
Certification and TSSA approval	\$2,000
10 tubes with Frog's Breath logo	\$2,500
<b>Total Expenses</b>	<b>\$76,500</b>



Multi Skillift und Multi Snowtubing®-Lift in paralleler Anordnung  
Multi Skillift and Multi Snowtubing®-lift side by side



# TRI-TOWN SNOW TUBING











# NEW THIS SEASON

AT THE TRI-TOWN SKI & SNOWBOARD VILLAGE

## TRI-TOWN SNOW TUBING



Saturday & Sunday • 10am-4pm • \$10/Day • \$100/Season

### EARLY BIRD SPECIAL!

FREE TUBING MEMBERSHIP WITH PURCHASE OF SKI MEMBERSHIP/ SEASON PASS

When purchased by December 1, 2017

### LOCATED IN LORRAIN VALLEY

974368 Hwy 567 | 10 km from North Cobalt down Hwy 567

### FREE BUS EVERY WEEKEND

#### PICK UP TIMES & LOCATIONS

- 8:55am • Quality Inn  
Dymond
- 9:10am • Pool Fitness Centre  
New Liskeard
- 9:25am • Northern College  
Haileybury
- 9:35am • North Cobalt Flea Market  
North Cobalt
- 9:50am • TTSSV  
Drop Off

#### DROP OFF TIMES & LOCATIONS

- 4:00pm • TTSSV  
Departure
- 4:15pm • North Cobalt Flea Market  
North Cobalt
- 4:25pm • Northern College  
Haileybury
- 4:40pm • Pool Fitness Centre  
New Liskeard
- 4:55pm • Quality Inn  
Dymond

 [tritownskivillage](https://www.facebook.com/tritownskivillage)

 [info@tritownskivillage.ca](mailto:info@tritownskivillage.ca)

 [tritownskivillage.ca](http://tritownskivillage.ca)



\*Tubes provided



## Tri Town Ski and Snowboard Village Board of Directors



Name	Position	Businesses or other affiliations	TTSSV Committees/Roles
Mark Howey	President	Owner of Howey Bros Member of Harder for Carter Committee	Grants and sponsorships committee Tubing hill committee
Lorna Desmarais	Vice President	Public Health Promoter at Temiskaming Health Unit Member of One Foot Forward Committee & Smytty Memorial Committee, Coach for Temiskaming Track Club	Local fundraising events chair Grants and sponsorships committee Tri Town Snow School coordinator Tubing hill committee
Jody Currie	Treasurer	Financial Advisor with Investors Group	TTSSV Finance committee chair Grants and sponsorships committee Ski Patrol coordinator Tubing hill committee
Julie Nadler	Secretary	Child and youth worker for CSCDGR	Canteen coordinator, Local fundraising events committee
Mark Conlin	Board Member	Vice President of Services and Operations at Three H Furniture Manufacturing	TTSSV Finance committee, Tow & Hill, maintenance committee, Tubing hill committee
Steve Sears	Board Member	Family Doctor at Temiskaming Hospital/Cobalt Medical Clinic Coach with Minor Hockey League	Grants and sponsorships committee, Hill maintenance committee
Jason Boyce	Board Member	Sales Rep Wilson Chevrolet Buick GMC Temiskaming Shores Fire Department - NL Station	Chalet and Ground maintenance committee Head of rental department
Natalie Forget	Board Member	Teacher at Ecole St. Michel	Canteen coordinator Local fundraising events committee
Mackenzie Craig	Board Member	Public Works Department, City of Temiskaming Shores	Tow & Hill maintenance committee Chalet and Ground maintenance committee
Melanie Foley	Board Member	Teacher at Ecole St. Croix	Rental department Local fundraising events committee
Shelley Harrison	Board Member	Program Manager, Canadian Mental Health Association Board Member, NL Figure Skating Club	Canteen coordinator Local fundraising events committee
Matt Cutten	Board Member	Inventory Coordinator at Time Limited	Head groomer, Tubing hill committee Tow & Hill maintenance committee
Natasha Dittmann	Board Member	Customer Services Representative at Three H Furniture Manufacturing	Certified ski instructor Rental department
Hollie McNair	Board Member	Ward Clerk at Temiskaming Hospital	Local fundraising events committee Birthday party coordinator
Jeff Thompson	Board Member	Recreation Supervisor with City of Temiskaming Shores	Tow & Hill maintenance committee Chalet and Ground maintenance committee

2018/19 Season Budget

**Income**

Canteen Sales	20,000.00
Donations	7,000.00
Fundraising	65,000.00
Gift Certificates	800.00
Memberships	16,000.00
Parties & School Events	1,500.00
Snow School Sales	13,000.00
Tubing Sales	16,000.00
Ticket & Rental Sales	45,000.00
<b>Total Income</b>	<b>184,300.00</b>

**Expense**

Advertising and Promotion	8,000.00
Bank Service Charges	400.00
Bussing Expense	3,000.00
Canteen Expenses	6,000.00
Chalet Supplies	400.00
Computer and Internet Expenses	600.00
Contract/Consulting	4,000.00
Fuel Expense	3,500.00
Fundraising Expenses	11,000.00
Hill Supplies	3,000.00
Insurance Expense	14,000.00
Land Rental	905.00
Lift Expenses	10,000.00
Loan Interest	300.00
Machinery Expenses	1,500.00
Meals and Entertainment	300.00
Memberhip Fees	2,000.00
Office Supplies	200.00
Professional Fees	1,500.00
Property Taxes	800.00
Repairs and Maintenance	7,000.00
Ski Patrol Supplies	2,000.00
Snow Removal	1,200.00
Snow School Supplies	500.00
Square Register Service Charge	300.00
Training	1,500.00
Uncategorized Expenses	800.00
Utilities	9,000.00
Payroll Expense	17,000.00
<b>Total Expense</b>	<b>93,705.00</b>
<b>Net Ordinary Income</b>	<b>90,595.00</b>

**Our profits are increasing, but so are the projects that we are taking on.**

**Funds raised through revenues from the season and fundraising events will be used for upgrades to our Tbar and to construct a new chalet that will be open to the public next season!**

**TRI TOWN SKI VILLAGE LTD.**  
**UNAUDITED FINANCIAL STATEMENTS**  
**SEPTEMBER 30, 2016**

*Our most recent financial statements  
are being completed by Kemp Elliot & Blair  
this month and should be ready  
to share in April 2018.*

**NOTICE TO READER**

On the basis of information provided by management, we have compiled the statement of financial position of TRI TOWN SKI VILLAGE LTD. as at September 30, 2016 and the statements of net assets and operations for the year then ended.

We have not performed an audit or a review engagement in respect of these financial statements and, accordingly, we express no assurance thereon.

Readers are cautioned that these statements may not be appropriate for their purposes.

*Kemp Elliott & Blair LLP*

Chartered Professional Accountants  
Licensed Public Accountants  
New Liskeard, Ontario  
December 19, 2016

(Unaudited – See Notice to Reader)

**TRI TOWN SKI VILLAGE LTD.****STATEMENT OF FINANCIAL POSITION****AS AT SEPTEMBER 30, 2016****ASSETS**

	2016	2015
<b>Current</b>		
Cash - restricted	\$ 37,175	\$ 96,276
- unrestricted	42,590	35,755
Accounts receivable	873	4,845
	<u>80,638</u>	<u>136,876</u>
<b>Capital assets</b>		
Property and equipment – schedule 1	<u>355,742</u>	<u>347,374</u>
	<u>\$ 436,380</u>	<u>\$ 484,250</u>

**LIABILITIES AND NET ASSETS**

<b>Current</b>		
Bank loan	\$ 5,000	\$ 10,000
Accounts payable – restricted	-	11,815
- unrestricted	-	4,633
Unearned grant revenue – schedule 2	<u>37,175</u>	<u>85,511</u>
	<u>42,175</u>	<u>111,959</u>
<b>Long term</b>		
Deferred capital grants – schedule 3	<u>76,437</u>	<u>68,245</u>
Total liabilities	<u>118,612</u>	<u>180,204</u>
<b>Net Assets - unrestricted</b>	<u>317,768</u>	<u>304,046</u>
	<u>\$ 436,380</u>	<u>\$ 484,250</u>

(Unaudited – See Notice to Reader)

**TRI TOWN SKI VILLAGE LTD.**  
**STATEMENT OF OPERATIONS**  
**FOR THE YEAR ENDED SEPTEMBER 30, 2016**

	2016	2015
<b>Revenue</b>		
Canteen Sales	\$ 4,530	\$ 4,385
Donations	35,409	28,476
Frog's Breath Grant	8,194	8,348
Fundraising	37,999	40,815
Fundraising - ATV	6,825	3,929
Gift Certificates	440	350
Interest Earned	205	445
Memberships	1,915	575
OSRCF Grant	31,950	1,896
Sales	6,231	1,402
Ticket and rental sales	18,535	19,801
	<u>152,232</u>	<u>110,422</u>
<b>Expenses</b>		
Advertising and Promotions	9,233	7,181
Amortization	31,457	27,474
Bank charges and interest	821	389
Canteen Expenses	1,519	1,291
Chalet Supplies	48	140
Computer and Internet Expenses	200	300
Fuel Expense	1,532	3,224
Fundraising Expenses	9,863	13,991
Hall Rentals	-	544
Hill Supplies	12,831	5,906
Insurance Expense	13,559	12,965
Land Rental	905	905
Lift Expense	726	1,415
Loan Interest	478	719
Machinery Expenses	793	1,795
Meals and Entertainment	991	139
Membership Fees	1,785	250
Office Supplies	219	166
OSRCF Expenses	-	1,896
Professional Fees	2,652	795
Property Taxes	780	695
Repairs and Maintenance	12,545	4,167
Snow Removal	1,263	1,237
Travel Expense	-	270
Uncategorized Expenses	1,070	301
Utilities	9,128	9,136
Wages	7,554	-
Training	16,918	-
	<u>138,510</u>	<u>97,291</u>
<b>Excess of revenue over expenses</b>	<b>\$ 13,722</b>	<b>\$ 13,131</b>

(Unaudited – See Notice to Reader)

**TRI TOWN SKI VILLAGE LTD.**

**STATEMENT OF CHANGES IN NET ASSETS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2016**

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	<u>2016</u>	<u>2015</u>
Net assets, beginning of year	\$ 304,046	\$ 290,915
Excess of revenue over expenses	<u>13,722</u>	<u>13,131</u>
<b>Net assets, end of year</b>	<b>\$ 317,768</b>	<b>\$ 304,046</b>



(Unaudited – See Notice to Reader)

**TRI TOWN SKI VILLAGE LTD.****SCHEDULES TO THE FINANCIAL STATEMENTS****FOR THE YEAR ENDED SEPTEMBER 30, 2016****SCHEDULE 1**

<b>Capital assets</b>	<b>Cost</b>	<b>Accumulated Amortization</b>	<b>2016 Net</b>	<b>2015 Net</b>
Land	\$ 45,000	\$ -	\$ 45,000	\$ 45,000
Buildings	150,000	22,500	127,500	135,000
Equipment	177,337	41,373	135,964	132,466
Groomer	52,747	13,275	39,472	32,000
Sign	9,480	1,674	7,806	2,908
	<u>\$ 434,564</u>	<u>\$ 78,822</u>	<u>\$ 355,742</u>	<u>\$ 347,374</u>

**SCHEDULE 2**

<b>Unearned revenue</b>	<b>Amount Received</b>	<b>Total Expenditures</b>	<b>Unearned 2016</b>	<b>Unearned 2015</b>
Frog Breath grant	\$ 100,000	\$ 82,706	\$ 17,294	\$ 23,407
OSCRF grant	64,000	44,119	19,881	62,104
	<u>\$ 164,000</u>	<u>\$ 126,825</u>	<u>\$ 37,175</u>	<u>\$ 85,511</u>

**SCHEDULE 3**

<b>Deferred grants</b>	<b>Capital Expenditures</b>	<b>Accumulated Amortization</b>	<b>Deferred 2016</b>	<b>Deferred 2015</b>
Frog Breath grant	\$ 81,941	\$ 15,777	\$ 66,164	\$ 68,245
OSCRF grant	11,415	1,142	10,273	-
	<u>\$ 93,356</u>	<u>\$ 16,919</u>	<u>\$ 76,437</u>	<u>\$ 68,245</u>

These deferred grants are amortized and recognized as revenue over life of the assets to which they relate or as expenses are incurred.

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**Subject:** Video Surveillance Policy

**Report No.:** CS-006-2018  
**Agenda Date:** April 3, 2018

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## **Attachments**

**Appendix 01:** Draft Video Surveillance Policy

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-006-2018; and
2. That Council directs staff to prepare the necessary By-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the April 3, 2018 Regular Council meeting.

## **Background**

The City of Temiskaming Shores is committed to public and employee safety, crime prevention and protection of publicly owned assets.

The City currently uses video surveillance at the following facilities:

- Bucke Park – outside
- Carter Antilla Memorial Skate Park
- City Hall – inside and outside
- Haileybury Marina – outside
- Haileybury Branch Library – inside
- New Liskeard Branch Library – inside
- 200 Lakeshore Road North – Public Works Complex (all buildings & yard)
- Don Shepherdson Memorial Arena – inside and outside
- Riverside Place – inside and outside
- Pool & Fitness Center – inside and outside
- Haileybury Beach - outside

Currently there is no policy in place for the maintenance of control and responsibility of the video surveillance system.

## **Analysis**

The objectives of video surveillance systems are to enhance the safety and security of employees, the public and city assets, to prevent unauthorized activities on or involving City property and reduce risk and liability exposures.

The policy applies to all City of Temiskaming Shores employees, including full-time, part-time, temporary, contract, internship, volunteer and co-op placement employees.

Contractors and service providers will be afforded the same rights and expectations as employees in this policy, while performing authorized activities for the City.

Attached as Appendix 01 is the draft Video Surveillance 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 related to this option 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"

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-Law No. 2018-000**

**Being a by-law to adopt a Video Surveillance Policy  
for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 CS-006-2018 at the March 6, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the March 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 adopts a **Video Surveillance Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to  
**By-law No. 2018-000**  
**Video Surveillance Policy**

**Policy Statement:**

The City of Temiskaming Shores recognizes the delicate balance between an individual's right to be free from invasion of privacy and the need to protect the safety and security of its employees, the public and property.

In respecting this balance, the City is committed to ensuring and enhancing the safety and security of the public, its employees and property by integrating security best practices with the responsible use of technology.

The City of Temiskaming Shores ensures the personal information of persons captured on video surveillance is maintained as private, confidential and secure, except as legally exempted or in situations outlined by this policy.

**Purpose:**

The objectives of video surveillance systems are to enhance the safety and security of employees, the public and city assets, to deter unauthorized activities on or involving City property and reduce risk and liability exposures.

**Scope:**

This policy applies to all City of Temiskaming Shores employees, including full-time, part-time, temporary, contract, internship, volunteer and co-op placement employees.

Any contractors and service providers are afforded the same rights and expectations as employees in this policy, while performing authorized activities for the City.

This policy applies to all video surveillance systems located in all City properties and facilities.

This policy does not apply to covert surveillance used as an investigation tool for law enforcement purposes or in contemplation of litigation.

**Definitions:**

**City** means the Corporation of the City of Temiskaming Shores.

**Clerk** means the Municipal Clerk for the Corporation of the City of Temiskaming Shores.

**Consistent purpose** means personal information collected by the City of Temiskaming Shores is used for the purpose for which it was collected or similar consistent purposes when carrying out City business. The individual to whom the information relates might reasonably expect the use/disclosure of their personal information for those consistent purposes.

**Control (of a record)** means the power or authority to make a decision about the use or disclosure of a record.

**Custody (of a record)** means the keeping, care, watch, preservation or security of a record for a legitimate business purpose. While physical possession of a record may not always constitute custody, it is the best evidence of custody.

**Destruction** is the physical or electronic disposal of records or data by means of shredding, recycling, deletion or overwriting. This also includes the destruction of records or data residing on computers and electronic devices supplied or paid for by the Corporation.

**Digital video recording equipment** means any type of video recording and reception equipment used as part of the video surveillance system.

**Freedom of information process** means a formal request for access to records made under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

**Head** refers to the Municipal Clerk.

**Information and Privacy Commissioner** means the Information and Privacy Commissioner of Ontario (commonly referred to as the IPC). The IPC hears appeals of decisions made by Heads of institutions, issues binding orders, conducts privacy investigations, and has certain powers relating to the protection of personal privacy as set out in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

**Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)** means legislation that governs access to and the privacy of municipal records.

**Personal information** means recorded information about an identifiable individual including:

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to the financial transactions in which the individual has been involved;
- c) Any identifying number, symbol, or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to

another individual;

- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- g) The views or opinions of another individual about the individual, and
- h) The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

**Privacy breach** means an incident involving unauthorized disclosure of personal information, including it being stolen, lost or accessed by unauthorized persons.

**Record** means any unit of information however recorded, whether in printed form, on film, by electronic means, or otherwise, and includes correspondence, memoranda, plans, maps, drawings, graphic works, photographs, film, microfilm, sound recordings, videotapes, machine readable records, an e-mail and any other documentary material regardless of physical form or characteristics, made or received in the course of the conduct of City business.

**Retention period** is the period of time during which a specific records series must be kept before records in that records series may be disposed of.

**Service provider** means a video service provider, consultant or other contractor engaged by the City in respect of the video surveillance system.

**Video surveillance system** means a video, physical or other mechanical, electronic, digital or wireless surveillance system or device that enables continuous or periodic video and audio recording, observing or monitoring of individuals in public spaces or within City operated facilities.

**Policy:**

The City of Temiskaming Shores is responsible for the video surveillance systems and maintaining custody and control of video records at all times.

The collection of personal information through video surveillance is authorized under section 28(2) of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

Providing notice

Signs are posted at all public access points to and within areas under video surveillance.



All attempts are made to ensure proper signage is posted at all facilities using a video surveillance system.

#### Camera placement

Where possible, all cameras that are adjustable or moveable are restricted to prohibit the viewing of locations not intended to be monitored. Cameras are prevented from looking through a window of an adjacent building or areas where a higher level of privacy is expected, such as within a washroom or change room.

Only the City Manager, Manager of Physical Assets, IT Administrator in coordination with the Director of Corporate Services or delegated employees, may install, change or authorize a service provider or employee to install or change a camera's permanent setting.

#### Use of video recordings

The information collected through video surveillance is used only for the purposes of:

- Enhancing the safety and security of employees, the public and city assets;
- Preventing unauthorized activities upon or involving City property;
- Assisting in investigating unlawful activity;
- Assessing the effectiveness of safety and security measures;
- Investigating an incident involving the safety or security of people, facilities or assets;
- Providing evidence as required to protect the City's legal rights;
- Investigating an incident or allegation of serious employee misconduct;
- Managing corporate risk;
- Investigating an incident involving a potential or active insurable claim; or
- A consistent purpose.

Any time an incident report is completed, applicable video may be retained as needed.

When a City employee is involved in an incident for which a video recording is being retained, that video recording must be reviewed by the Director of Corporate Services and the employee's supervisor.

#### Requests for disclosure

The City of Temiskaming Shores does not disclose a video record to any individual or organization except as permitted through MFIPPA.

- a) Public requests for disclosure - Any person may make a written request for access to video records created through a video surveillance system through the freedom of information process. Access may depend on whether there is an unjustified invasion of another individual's privacy and whether any exempt information can be reasonably severed from the record.
- b) Internal requests for disclosure – City employees may request a copy of a video recording if it is necessary for the performance of their duties **in the discharge of the institution's functions.**
- c) Law enforcement requests - The City may disclose a copy of a video recording to a law enforcement agency where there are reasonable grounds to believe that an unlawful activity has occurred and been captured by the video surveillance system in accordance with section 32.(g) of MFIPPA.

If video containing personal information is improperly disclosed or is suspected to have been disclosed to an unauthorized person, the employee who is aware of the disclosure must immediately inform the Clerk, as well as, the City Manager.

#### Live viewing

Live viewing is restricted to time periods when there is a demonstrably higher likelihood of safety and security concerns involving employees, the public or City assets, or the commission of unauthorized activity in the area under surveillance. Live feed monitors are turned off when not in use.

#### Retention and destruction

Video that has not been requested by the public, City employees or law enforcement agencies within the maximum retention period is considered transitory and is automatically erased by being overwritten in accordance with the records retention by-law.

Certain City facilities use digital video recording equipment to store information until the storage capacity of the hard drive/video tape has been reached at which time the image is overwritten. All new installed or upgraded digital video recording equipment in City facilities are programmed with a maximum retention period of fourteen (14) calendar days after which time it is overwritten.

If video is proactively retained in anticipation of a request, video may be stored for up thirty (30) calendar days. If no request is received within the thirty (30) days then it is manually deleted.

Digital recording equipment may only be destroyed when replaced by a new piece of equipment or when it is not repairable. It may only be destroyed by an authorized service person and it is destroyed in a manner that ensures that it can no longer be used by any person and that the information recorded cannot be

reconstructed or retrieved by any person.

### **Responsibility**

The **City Manager** will:

- Provide oversight and ensure compliance with this policy by all City employees.

The **Director of Corporate Services** will:

- Administer and communicate this policy broadly to all employees;
- Ensure a public notice for video surveillance is placed at all City sites that have a video surveillance system.
- Ensure that employees are monitoring compliance with the retention periods applicable to the video surveillance systems.

The **City Clerk** will:

- Respond to requests for disclosure under the freedom of information or applicable routine disclosure procedures;
- Respond to requests from the public and employees about the collection, use, and disclosure of personal information captured by a video surveillance system;
- Respond to appeals and privacy complaints received through the Office of the Information and Privacy Commissioner of Ontario (IPC);
- Work with department manager(s) and employee(s) in the event of an improper disclosure of personal information;
- Notify the IPC in the event of a privacy breach, where appropriate;
- Conduct internal audits of the system, as required, to ensure compliance with this policy and MFIPPA.

The **Information Technology Administrator** will:

- Be responsible for the maintenance and operation of the video surveillance system.

**Managers and Supervisors** will:

- Ensure the appropriate use of the video surveillance system at their facility(ies) in compliance with this policy;
- Delegate and assign responsibility regarding who will act on their behalf in following procedures relating to this policy in their absence;

- Provide job-specific training;
- Refer any requests for copies of surveillance video to the City Clerk;
- Investigate and report any privacy breaches to the City Clerk;

**Employees will:**

- Report to their manager or supervisor any suspected privacy breach;
- Report to their supervisor any problems with the video surveillance system;
- Review and comply with this policy and MFIPPA in performing their duties and functions related to the operation of the video surveillance system.

Employees may be subject to criminal charges, civil liability and/or discipline, including but not limited to termination, for a breach of this policy, or provisions of MFIPPA or other relevant statutes.

**Subject:** Connelly Communications Lease  
Agreement

**Report No.:** CS-008-2018  
**Agenda Date:** April 3, 2018

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## **Attachments**

**Appendix 01:** Draft Lease Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-008-2018;
2. That Council directs staff to prepare the necessary by-law for consideration at the April 3, 2018 Regular Council Meeting to enter into a lease agreement with Connelly Communications for the continued use of the Riverside Place.

## **Background**

Connelly Communications Corporation has been renting space in the Riverside Place for a number of years. The lease agreement expired March 31, 2018.

## **Analysis**

On March 5, 2018, staff met with a representative from Connelly Communications to discuss the renewal of the lease agreement.

Staff is recommending a renewal term of ten (10) years with an increase of 2% each year. This remains consistent with the current lease and will allow for increased revenues to cover increasing expenses associated with the space.

Concerns of the aging appearance of the space were raised including wall paper peeling from walls and worn flooring. It was discussed that any updates to the space would be considered by staff in the 2019 Municipal Budget Process for Council's consideration and approval.

It was stated that Connelly Communications would be in favour of a cost sharing agreement for any updates to the space.

Attached as Appendix 1 is the draft lease agreement.

**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 would collect the following revenues:**

**2018 – \$43,215**

**2019 – \$44,086**

**2020 – \$44,957**

**2021 – \$45,862**

**2022 – \$46,766**

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Shelly Zubycck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-000**  
**Being a By-law to authorize the entering into a Lease**  
**Agreement with Connelly Communications Corporation**  
**for the lease of Office Space at Riverside Place**

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

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

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores desires to enter into an agreement with Connelly Communications Corporation for the rental of office space at Riverside Place (55 Riverside Drive);

**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 execute a lease agreement, identified as Schedule "A" attached hereto and forming part of this by-law, with Connelly Communications Corporation for office space at Riverside Place.
2. That the Term of the said lease agreement shall be for a period of ten (10) years commencing April 1, 2018 and expiring March 31, 2028.
3. That the Clerk be authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule as may be deemed necessary after its passage.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

This Lease made in duplicate this 3<sup>rd</sup> day of April, 2018

Between:

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

Party of the first part  
(hereinafter called the "Lessor")

And:

**Connelly Communications Corporation**

Party of the second part  
(hereinafter called the "Lessee")

**1. Premises**

- 1.1 Demise: On consideration of the rents reserved and the covenants and agreements herein contained on the part of the Tenant, the Landlord hereby leases to the Tenant the offices in the New Liskeard Riverside Place as shown on Appendix "1", attached hereto and forming part of this agreement, together with the use of the fixtures and fittings (if any) as further set out on Appendix "1".
- 1.2 Common Areas: The Tenant shall likewise be entitled to the use in common with other persons entitled thereto of the washroom area situate in the building and the reception area, corridors, and parking areas in or appurtenant to the Riverside Place facility.
- 1.3 Term: This Agreement shall remain in effect for a term of ten (10) years commencing the **1<sup>st</sup> day of April, 2018** and ending the **31<sup>st</sup> day of March, 2028**.
- 1.4 Rent: Rental for 3,350 square feet of space to be rented shall be as follows:
  - 2018**        **\$12.90 per square foot per month**, plus applicable taxes, payable in advance on the 1<sup>st</sup> day of each month, the first of such installments to be paid on or before the 1<sup>st</sup> day of April, 2018.
  - 2019**        **\$13.16 per square foot per month**, plus applicable taxes, payable in advance on the 1<sup>st</sup> day of each month, the first of such installments to be paid on or before the 1<sup>st</sup> day of April, 2019.
  - 2020**        **\$13.42 per square foot per month**, plus applicable taxes, payable in advance on the 1<sup>st</sup> day of each month, the first of such installments to be paid on or before the 1<sup>st</sup> day of April, 2020.
  - 2021**        **\$13.69 per square foot per month**, plus applicable taxes, payable



in advance on the 1<sup>st</sup> day of each month, the first of such installments to be paid on or before the 1<sup>st</sup> day of April, 2021.

**2022**        **\$13.96 per square foot per month**, plus applicable taxes, payable in advance on the 1<sup>st</sup> day of each month, the first of such installments to be paid on or before the 1<sup>st</sup> day of April, 2022.

The rent for the remaining five (5) years of the agreement shall be negotiated between the parties no later than January 31<sup>st</sup>, 2022 and shall be based on a mutually agreed upon fair market value.

Should the parties fail to agree upon a fair market value rental rate for the remaining five (5) years of the agreement, the parties hereto agree to have the matter resolved by a mutually agreed upon third party.

Any and all costs associated with a third party determination of the rental rate for the remaining five (5) years shall be borne equally by the Tenant and Landlord.

Should the parties fail to agree upon the selection of a third party for the purposes of determining the fair market value of the rental rate for the remaining five (5) years of the agreement, it is agreed that the matter shall be settled in accordance with Section 4.14 of the agreement.

## **2. Tenant's Covenants**

The Tenant hereby covenants with the Landlord as follows:

- 2.1 Rent: to pay rent hereby reserved in the manner and on the days specified herein.
- 2.2 Hydro & Other Utilities: To pay when due all charges for hydro, telephone and similar services supplied to the leased premises including water and sewer charges levied in respect of the tenant's occupancy of the premises.
- 2.3 Use: To use the premises for business or professional uses only, and in particular, solely for the purpose of carrying on the business of a radio station.
- 2.4 Signs: Not to use the outer walls or windows in the premises for any notice, name plate, or sign, except as may be approved by the Landlord. The Landlord agrees that the Tenant shall be entitled to affix a sign consisting of its call letters "CJTT" to the exterior of the building; the location, size and colour to be reasonably acceptable to the Landlord.
- 2.5 Assignment and Subletting: Not to assign, sublet or part with possession of any part of the premises without leave of the Landlord, such a leave not to be reasonably withheld.

- 2.6 Alterations and Additions: Not to make any alterations or additions to the premises without the prior consent of the Landlord, such consent not to be unreasonably withheld.
- 2.7 Entry: To permit the landlord and its agents at all reasonable times to enter and view the state of repair of the premises.
- 2.8 Cleaning: To employ a competent janitor and cleaners to keep the office premises reasonably clean and dusted.
- 2.9 Insurance: To maintain insurance in form and amount and with companies reasonably satisfactory to the landlord and in particular as more specifically set out in Appendix "2" attached hereto and forming part of this agreement.
- 2.10 School Taxes: To pay school taxes levied in respect of the tenant's occupancy of the premises or in respect of the personal property or business of the tenants on the premises as and when the same become due.
- 2.11 Repair: To repair, reasonable wear and tear, and damage by fire, lightning and tempest only accepted.
- 2.12 Cost of Repair where Tenant at Fault: That if the building, including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof, or the outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the tenant, his servants, agents, employees or anyone permitted by him to be in the building, or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes or other equipment or part of the building, the expense of any necessary repairs, replacements or alterations shall be paid by the tenant to the landlord forthwith on demand.
- 2.13 State of Premises on Termination: At the end of the term, or sooner termination of the term, the tenant will leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted. At that time, the tenant shall remove at the tenant's risk and expense from the demised premises within ten (10) days from the date of such termination or surrender any fixtures and chattels belonging to the tenant and leave the demised premises neat, clean and free and clear of all waste material and rubbish, all of said work to be done to the satisfaction of the landlord, and the tenant shall make good all damages caused to the property of the landlord by such removal. If the said fixtures and chattels are not removed, and the demised premises are not left in the condition contemplated hereby the tenant within the said period of ten (10) days, then the landlord may carry out such work as agent of and at the expense of the tenant and the tenant shall pay to the landlord all costs and expenses incurred in so doing; or the landlord may permit the said fixtures and

chattels to remain on the premises in which case the tenant shall be deemed to have abandoned them, and the said fixtures and chattels shall then become the absolute property of the landlord.

- 2.14 Rules and Regulations: That the tenant and his employees and all persons visiting or doing business with them on the premises shall be bound by and will observe and perform any reasonable rules and regulations made hereafter by the landlord of which notice in writing shall be given to the tenant, and that all such rules and regulations shall be deemed to be incorporated in and form part of this lease.
- 2.15 Landlord's Insurance: Not to use premises except as permitted hereunder and in particular not to do, omit, or permit to be done or omitted upon the premises anything which shall cause the rate of insurance upon the building to be increased.
- 2.16 Observance of Law: In its use and occupation of the premises, not to violate any law or ordinance or any order, rule, regulation or requirement of any federal, provincial or municipal government and any appropriate department, commission, board or officer thereof.
- 2.17 Indemnity: To indemnify and save harmless the Landlord against and from any and all claims by or on behalf of any person, firm, or corporation arising out of the tenant's use and occupancy of the premises, and without excluding the generality of the foregoing, arising out of any act of negligence of the tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant and against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon.

### **3. Landlord's Covenants**

The Landlord hereby covenants with the Tenant as follows;

- 3.1 Quiet enjoyment: To permit the tenant so long as it pays the rent reserved and complies with the covenants to use the said offices without interference from the landlord;
- 3.2 Taxes: Except as provided above in paragraph 2.10, to pay all present and future taxes in respect of the building.
- 3.3 Utilities: To supply at its expense to heat and air condition the premises as appropriate, and to supply electricity and gas to the premises; provided the tenant shall pay charges for hydro used by it on the premises.
- 3.4 Maintenance: to maintain the premises, the outer walls, and roof of the building in proper structural repair.

- 3.5 Snow Removal: To arrange for the removal of snow from the parking areas, entrance and exits.
- 3.6 Access: to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;

#### **4. Provisos**

Provided always and it is hereby agreed as follows:

- 4.1 Fire - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty (30) days after such fire, lightning or tempest, notice in writing of its intention to do so and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- 4.2 Damage to property - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- 4.3 Default of Tenant: If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatever, the Landlord shall be entitled thereafter to enter upon the premises and the same to repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- 4.4 Bankruptcy of Tenant: In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale or

become bankrupt or insolvent or take the benefit of any act now or hereafter in force for bankrupt or insolvent debtors or if the Tenant is a company any order shall be made for the winding up of the Tenant, then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant of the premises was holding over after the expiration of the term without any right whatever;

- 4.5 Distress: The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- 4.6 Right of re-entry: On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefor, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- 4.7 Right of termination: On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- 4.8 Non-waiver: Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default or breach.
- 4.9 Overholding: If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to

length of tenancy.

- 4.10 Notice: Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed to the party concerned at the address in Appendix "3", and mailed registered and postage prepaid. The date of receipt of such notice shall be the fourth (4<sup>th</sup>) business day following the date of so mailing. In the alternative, any such notice may be delivered by hand to the offices of the landlord, if given by the tenant, or to the premises, if given by the landlord, and any notice so delivered shall be deemed received upon the day following its delivery.
- 4.11 Headings: The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.
- 4.12 Effect of Lease: This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each of the parties hereto subject to the granting of consent by the landlord as contemplated above to any assignment or sublease.
- 4.13 Impossibility of performance: It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- 4.14 Arbitration: It is agreed between the parties that all matters in difference between them in relation to this lease shall be settled by arbitration by two arbitrators in accordance with the provisions of the Arbitrations Act of the Province of Ontario, the provisions of this paragraph constitute a submission thereunder.

**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 )

Tenant's Seal )  
(if applicable) )

Municipal Seal )

**Connelly Communications Corporation**

\_\_\_\_\_  
Owner – Robin Connelly

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

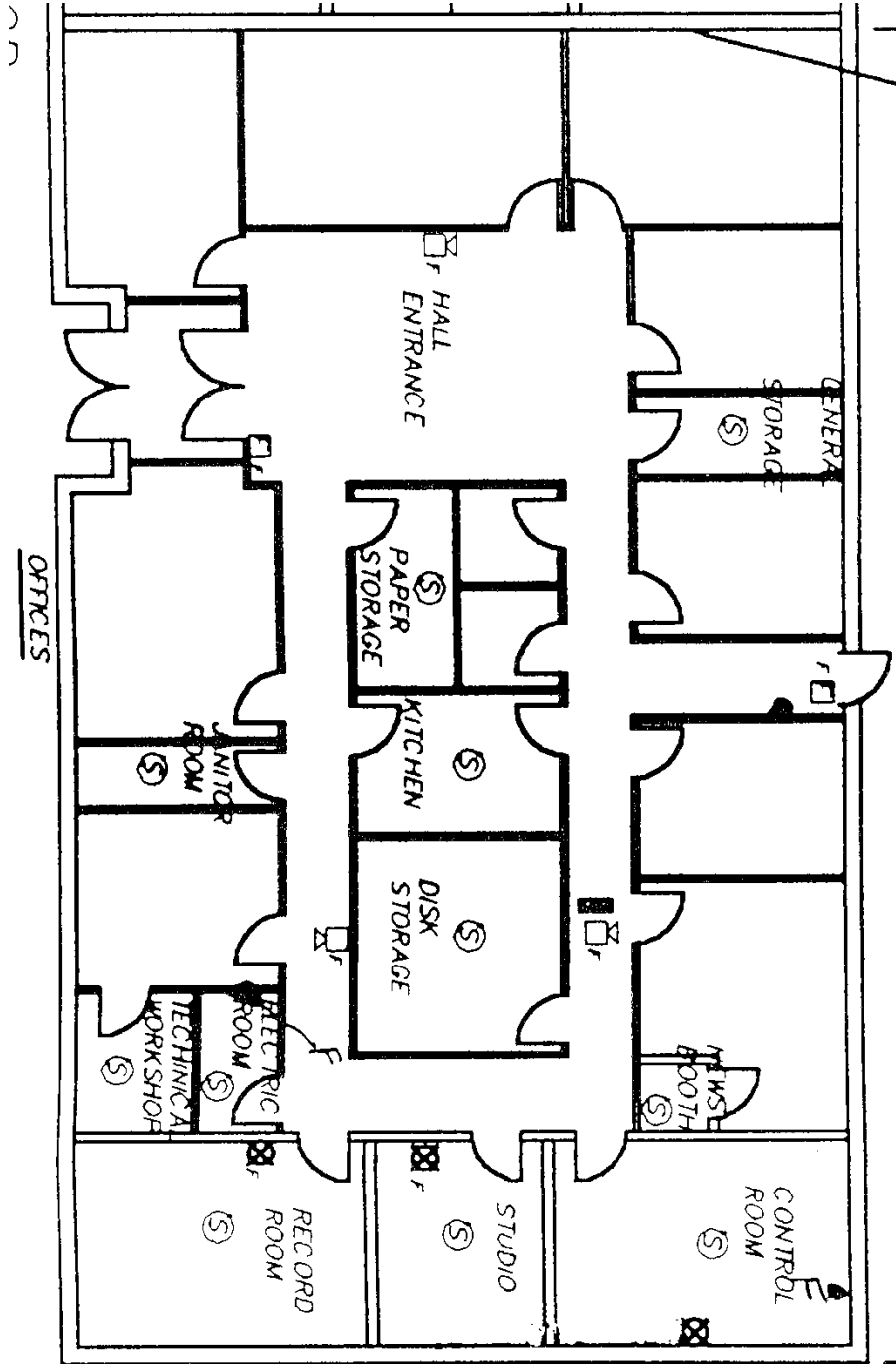
\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01

Office Space Floor Plan – 55 Riverside Drive





## **Appendix 02**

### **Tenant's Insurance**

The Tenant agrees to maintain public liability insurance in respect to its use and occupation of the premises contemplated by this agreement in form and amounts and with companies reasonable satisfactory to the Landlord.

Before taking possession of the premises hereunder, the Tenant shall provide the Landlord with proof of such coverage. In all cases, the Landlord shall appear as a named insured on any policy of insurance contemplated hereby.

Failure by the Tenant to maintain the insurance contemplated by this Appendix shall constitute default and shall entitle the Landlord to exercise any and all remedies for default contemplated by the lease attached hereto.



## **Appendix 03**

### **Addresses for Notice**

Landlord: The Corporation of the City of Temiskaming Shores  
325 Farr Drive, P.O. Box 2050  
Haileybury, Ontario.  
P0J 1K0

Attention: **Municipal Clerk**

Tenant: Connelly Communications Corporation  
P.O. Box 430  
Kirkland Lake, Ontario.  
P2N 3J4

Attention: **Robin Connelly**

---

**Subject:** Lease Renewal – Haileybury Family  
Health Team (Hlby Medical Centre)

**Report No.:** CS-009-2018  
**Agenda Date:** April 3, 2018

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## **Attachments**

**Appendix 01:** Draft Lease Agreement with the Haileybury Family Health Team

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-009-2018; and
2. That Council directs staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 1.7% for 2018 in accordance with the Consumer Price Index for consideration at the April 3, 2018 Regular Council meeting.

## **Background**

The Haileybury Family Health Team is currently using 1,907 square feet of space at the Haileybury Medical Centre. The lease agreement with the Haileybury Family Health Team expired on March 31, 2018.

The breakdown of the 1,907 square feet of space is as follows and the attached template agreement (Appendix 01) would reflect each schedule respectively;

Schedule A – Room 235 – 236 ft<sup>2</sup>

Schedule C – Room 221– 236 ft<sup>2</sup>

Schedule E – Room 236 – 236 ft<sup>2</sup>

Schedule G – Room 240 - 236 ft<sup>2</sup>

Schedule B – Room 232/234 – 400 ft<sup>2</sup>

Schedule D – Room 250 – 236 ft<sup>2</sup>

Schedule F – Room 240 – 236 ft<sup>2</sup>

Schedule H – Room 239 – 91 ft<sup>2</sup>

## **Analysis**

In order for the City maintain a favorable position and recuperate the costs associated with operating the Haileybury Medical Centre, staff is recommending an increase of 1.7%, which represents an increase to \$21.63 from \$21.27 for the Haileybury Family Health Team per sq. foot. The term of the lease will be one (1) year with the same provisions of the lease remaining the same.

The draft lease agreement is attached as 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

The rental of the 1,907 ft<sup>2</sup> of space based on the 1.7% increase is shown in the following table:

Sch	Room	Footage	2017 Rate/ft <sup>2</sup> /yr	Rent/Yr	2018 Rate/ft <sup>2</sup> /yr	Rent/Yr
A	235	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
B	232 / 234	400 ft <sup>2</sup>	\$21.27	\$ 8,508.00	\$21.63	\$ 8,652.00
C	221	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
D	250	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
E	236	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
F	240	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
G	240	236 ft <sup>2</sup>	\$21.27	\$ 5,019.72	\$21.63	\$ 5,104.68
H	239	91 ft <sup>2</sup>	\$21.27	\$ 1,935.57	\$21.63	\$ 1,968.33
	Total:	1,907 ft <sup>2</sup>	<b>Total:</b>	<b>\$ 40,561.89</b>	<b>Total:</b>	<b>\$ 41,248.41</b>

There are no capital projects budgeted for this location in 2018.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



The Corporation of the City of Temiskaming Shores

By-law No. 2018-051

**Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre**

**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 CS-009-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 1.7% for 2018 (\$21.63/ft<sup>2</sup>) in accordance with the Consumer Price Index for consideration at the April 3, 2018 Regular Council meeting;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre;

**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 Haileybury Family Health Team for the rental of space (**Room 235**) at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 232/234**) at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 221**) at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 250**) at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**Schedule "A" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Social Worker and Dietician

(ROOM 235)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**for the Administrative Assistant**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule “B” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Nurse Practitioner  
(ROOM 232/234)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **400 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$721.00** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_



**Schedule "C" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Registered Nurse  
(ROOM 221)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Registered Nurse**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Tenant**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “D” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Social Worker  
(ROOM 250)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Social Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April 1 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule “E” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Executive Leader  
(ROOM 236)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Executive Leader**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.



**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "F" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Clerical Worker  
(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule “G” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Clerical Worker  
(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule "H" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

General Use for the  
Haileybury Family Health Team  
(ROOM 239)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$164.03** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

## **Appendix 01 General Covenants**

### **1. Tenant's Covenants**

The Tenant covenants with the Landlord:

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

or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;

- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and

- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

### 3. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the

fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as



required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

#### **4. Headings**

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

#### **5. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

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**Subject:** Liv N' Gracie's Lease Agreement

**Report No.:** CS-010-2018  
**Agenda Date:** April 3, 2018

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## **Attachments**

**Appendix 01:** Draft Lease Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-010-2018; and
2. That Council directs staff to prepare the necessary by-law and agreement to enter into a lease agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Riverside Place Kitchen for consideration at the April 3, 2018 Regular Council meeting.

## **Background**

A request was received by the small business Liv N' Gracie's for the use of the kitchen in the Riverside Place. The request was approved by the Recreation Committee.

## **Analysis**

Liv N' Gracie's is a small business operated by Lisa Vandermeer and her two daughters. They prepare baked goods and meals for resale. Due to the growth of the business, they have outgrown their current preparing space. However, the renovations of their future space are not complete. The space is scheduled to be completed by the end of July.

Ms. Vandermeer has requested the use of the kitchen in the Riverside Place until such time. They would be using the kitchen two times a week from March 1<sup>st</sup> to July 26<sup>th</sup>, for four hours each rental at an agreed upon amount of \$75 plus applicable taxes per week.

It has also been agreed, that should the City receive a rental request for the Riverside Place Hall and Kitchen, Ms. Vandermeer would reschedule her use in order to accommodate any such rental requests.

Ms. Vandermeer has provided the City with a certificate of insurance naming the City has an additional insured. Attached as Appendix 01 is the draft lease agreement.

**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 receive a total of \$1,575 in revenues for the rental.

Should additional staff time be required to clean the facility and/or repairs made to facility/equipment resulting from the rental, the cost will be at the expense of the tenant.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-000**  
**Being a By-law to authorize the entering into a Lease**  
**Agreement with Liv N' Gracie's (Lisa Vandermeer) for the**  
**use of the Kitchen at Riverside Place**

**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 CS-010-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement to enter into a lease agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Riverside Place Kitchen for Council's consideration at the April 3, 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 execute a lease agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Riverside Place Kitchen, attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk be authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule as may be deemed necessary after its passage.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor – Carman Kidd

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Clerk – David B. Treen

Dated this 3<sup>rd</sup> day of April, 2018

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

And

**LIV N' GRACIE'S (LISA VANDERMEER)**

---

**LEASE**

---

Shelly Zubyck  
Director of Corporate Services  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
P.O. Box 2050  
HAILEYBURY, Ontario  
P0J 1K0

This lease made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**LIV 'N Gracie's (Lisa Vandermeer)**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Riverside Place Kitchen containing a rentable area located at the Riverside Place in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

**2. Term**

**To hold** the premises for a term commencing on March 1<sup>st</sup>, 2018 to July 26<sup>th</sup>, 2018.

**3. Rent**

The Tenant shall pay the Landlord Seventy Five Dollars (\$75) plus applicable taxes per week payable each Monday during the term.

**4. Tenant's Covenants**

- a) **Rent** – to pay rent;
- b) **Cleaning** – to pay any costs associated with additional or increased staff time to clean the premises resulting directly from the use by the Tenant;
- c) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- d) **Insurance** - to provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and

thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

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

engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- k) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of food preparation.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

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

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Rental Requests** – The Tenant will reschedule their use of the premises should the Landlord receive and approve a request for rental of the Riverside Place;
- b) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- c) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;



- d) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- e) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- f) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- g) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take

possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- h) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- i) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- j) Right of termination** - The lease may be terminated by the Tenant for any valid reason with providing thirty (3) days written notice. On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises thirty (30) days' notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises
- k) Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 15<sup>th</sup> day of June prior to the commencement of the renewal term;
- l) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubyck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **7. Headings**

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

## **8. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**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 )

**LIV N' Gracie's (Lisa Vandermeer)**

\_\_\_\_\_  
Signature – Lisa Vandermeer

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Amendment to By-law No. 2017-016  
Peters Rd Municipal Drain

**Report No.:** CS-011-2018  
**Agenda Date:** April 3, 2018

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### **Attachments**

**Appendix 01:** Draft Amending By-law

**Appendix 02:** Schedule C

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-011-2018; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2017-016 being a by-law for the drainage works known locally as Peters Road Municipal Drain to reflect the actual costs for the drainage works for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

The *Drainage Act* provides the legislative vehicle for the construction and management of many of the communal drainage systems in rural Ontario. The local municipality is responsible for the management of the drainage systems located within their municipal boundaries and the cost of work is assessed to the landowners in the watershed of the drain. Municipal drain construction or improvement projects must be completed in accordance with the procedures of the *Drainage Act* and must comply with applicable law.

Council adopted By-law No. 2017-016 for drainage works known locally as the Peters Road Municipal Drain. K. Smart Associates, through By-law No. 2015-184 is the engineer retained to design, tender and contract admin the Peters Road Municipal Drain. The design and engineer's report was adopted through By-law No. 2017-016. By-law No. 2017-016 also details the cost estimates for construction and the apportionment to the landowners within the catchment area of the drainage works.

Based on Tender CS-Tender-001-2017 "Peters Road Drain" the construction of the drainage works was awarded to Pedersen Construction (2013) Inc. via By-law No. 2017-106 on September 5, 2017. Through the construction process two Contract Change Orders were issued totalling \$32,778.46.

### **Analysis**

Under the Drainage Act certain components of construction (largely related to Agricultural components) are covered by a Grant from the Ontario Ministry of



The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a By-law to amend By-law No. 2017-016 being a by-law to provide for a drainage works in the City of Temiskaming Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain

**Whereas** the Roads Authority (Public Works Department) petitioned the Council of the Corporation of the City of Temiskaming Shores in the District of Timiskaming in accordance with the provisions of the *Drainage Act* requesting that the following roads be drained by a drainage works:

**Peters Road between Highway 65 E and Drive-In Theatre Road in Dymond Township**

**And whereas** the Council of the City of Temiskaming Shores in the District of Timiskaming has procured a report dated October 14, 2016 prepared by K. Smart Associates Limited and the report is attached hereto and forms part of this By-law;

**And whereas** the estimated total cost of constructing the drainage works was **\$123,015** and the final actual cost of constructing the drainage works was **\$172,894.66**;

**And whereas** it was estimated that **\$25,923** is the amount to be contributed by the municipality for construction of the drainage works and the final contribution by the municipality for construction of the drainage works was **\$33,920.63**;

**And whereas** Council considered Administrative Report No. CS-027-2017 at the June 6, 2017 Regular Council meeting and directed the release of Tender Documents for the drainage works and provide third and final reading of By-law No. 2017-016 at the June 6, 2017 Regular Council meeting;

September 5, 2017 Regular Council meeting and awarded the installation of the Drainage Works to Pedersen Construction (2013) inc. through By-law No. 2017-106 dated September 5, 2017 at an upset limit of \$69,850 plus applicable taxes;

**And whereas** two (2) Contract Change Orders were issued during construction totalling \$32,778.46 increasing the final contract price for construction of the drainage works to \$98,128.46 plus applicable taxes;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores under the *Drainage Act*, hereby enacts as follows:

1. That Article 2 of By-law No. 2017-016 be deleted and replaced with the following:

That the Corporation of the City of Temiskaming Shores may borrow on the credit of the Corporation the amount of **\$172,894.66** being the amount necessary for construction of the drainage works;

### Schedule of Assessments

Roll No.	Owner	Area (ha)	Total	2/3 Grant	Allow	Net Ass.
002-078	Chieftain Dairy Farms	40.50	\$ 28,652.06	\$ 19,101.37	\$ 5,200	\$ 4,350.69
002-079	Pedersen Materials Ltd.	42.70	1,576.74	1,051.16	0	522.58
002-080	Pedersen Materials Ltd.	9.00	323.66	215.77	0	107.89
002-081	Chieftain Dairy Farms	29.00	86,852.69	57,901.79	19,400	9,550.90
002-081.10	D. & F. Plante	1.90	4,114.43	0	1,000	3,114.43
002-082	J. Wilson	25.40	919.41	612.94	0	306.47
002-083	Chieftain Dairy Farms	32.50	1,308.94	872.63	0	436.31
002-084	1804633 Ontario Inc.	33.80	11,260.25	840.17	0	420.08
002-085	J. Wilson	2.40	85.93	57.29	0	28.64
002-087	D. Rostad	16.40	622.96	415.31	0	207.65
002-088	Newhome Farms Ltd.	13.50	512.69	341.79	0	170.90
002-089	Newhome Farms Ltd.	15.90	587.16	391.44	0	195.72
002-151	Agric. Res. (OMAFRA)	23.50	958.08	0	0	958.08
002-155	Agric. Res. (OMAFRA)	55.70	2,271.31	0	0	2,271.31
002-156	P. Peters	27.10	1,104.15	736.10	0	368.05
002-159	Agric. Res. (OMAFRA)	32.40	1,214.42	0	0	1,214.42
002-160	M. Benoit	32.40	1,304.64	869.76	0	434.88
002-161	M. Benoit	31.60	1,287.46	858.31	0	429.15
002-162	C. Grandmaitre	0.80	48.69	0	0	48.69
Hwy 65	MTO	N/A	71.61	0	0	71.61
Drive-in Theatre Rd	City of T. Shores	N/A	121.73	0	0	121.73
Peters Rd	City of T. Shores	N/A	21,309.68	0	0	21,309.68
Spec Ass.	City of T. Shores	N/A	12,320.23	0	0	12,320.23
½ Sales Barn Rd.	City of T. Shores	N/A	97.38	0	0	97.38
<b>Township of Harris</b>						
1-126	Y. Rundle	6.00	244.89	163.26	0	81.63
1-146	A & D Frey	24.90	1,013.93	675.95	0	337.98
1-147	A & D Frey	58.00	2,239.81	1,493.21	0	746.60
1-148	M & E Auger	7.10	146.07	97.38	0	48.69
1-149	A & D Frey	1.10	24.35	16.23	0	8.12
1-164	S. Tobler	6.20	253.48	168.99	0	84.49
½ Sales Barn Rd.	Twp. of Harris	N/A	45.83	0	0	45.83
<b>Totals:</b>			<b>\$ 172,894.66</b>	<b>\$ 86,880.85</b>	<b>\$ 25,600</b>	<b>\$ 60,413.81</b>



2. That Article 3 of By-law No. 2017-016 be deleted and replaced with the following:

The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,

- (a) Grants received under section 85 of the Act;
- (b) Commuted payments made in respect of lands and roads assessed within the municipality;
- (c) Money paid under subsection 61(3) of the Act; and
- (d) Money assessed in and payable by another municipality

And such debentures shall be made payable within 10 years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.

A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for 10 years after the passing of this by-law.

3. That the following article be added:

All assessment of **\$1,500** or less are payable in the first year in which the assessment is imposed.

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

**Read a first, second and third time and finally passed** this 3<sup>rd</sup>, day of April, 2017.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**SCHEDULE C - ASSESSMENTS FOR ACTUAL COST BYLAW**  
**PETERS ROAD DRAIN**  
**City of Temiskaming Shores**

Farm Tax Rated	Con	Lot	Roll No.	Owner/Address	Report	Actual				
					Gross Total (\$)	Gross Total (\$)	2/3 Grant (\$)	Allow-ances (\$)	Net Assessment (\$)	
<b>(54-18-020-) City of Temiskaming Shores</b>										
F	3	S½ 10	002-07800	Chieftain Dairy Farms Ltd.	20,007	28,652.06	19,101.37	5,200	4,350.69	
F	3	Pt N½ 10	002-07900	Pedersen Materials Ltd.	1,101	1,576.74	1,051.16	0	525.58	
F	3	Pt N½ 10	002-08000	Pedersen Materials Ltd.	226	323.66	215.77	0	107.89	
F	3	Pt W½ S½ 11	002-08100	Chieftain Dairy Farms Ltd.	60,647	86,852.69	57,901.79	19,400	9,550.90	
F	3	Pt W½ S½ 11	002-08110	D. & F. Plante	2,873	4,114.43	0	1,000	3,114.43	
F	3	E½ S½ 11	002-08200	J. Wilson	642	919.41	612.94	0	306.47	
F	3	N½ N½ 11	002-08300	Chieftain Dairy Farms Ltd.	914	1,308.94	872.63	0	436.31	
F	3	S½ N½ 11	002-08400	1804633 Ontario Inc.	880	1,260.25	840.17	0	420.08	
F	3	Pt S½ 12	002-08500	J. Wilson	60	85.93	57.29	0	28.64	
F	3	Pt N½ 12	002-08700	D. Rostad	435	622.96	415.31	0	207.65	
F	3	Pt N½ 12	002-08800	Newhome Farms Ltd.	358	512.69	341.79	0	170.90	
F	3	Pt N½ 12	002-08900	Newhome Farms Ltd.	410	587.16	391.44	0	195.72	
O	4	S½ 10	002-15100	Agric. Research Institute of Ont. (OMAFRA)	669	958.08	0	0	958.08	
O	4	S½ 11	002-15500	Agric. Research Institute of Ont. (OMAFRA)	1,586	2,271.31	0	0	2,271.31	
F	4	N½ 11	002-15600	P. Peters	771	1,104.15	736.10	0	368.05	
O	4	W½ S½ 12	002-15900	Agric. Research Institute of Ont. (OMAFRA)	848	1,214.42	0	0	1,214.42	
F	4	E½ S½ 12	002-16000	M. Benoit	911	1,304.64	869.76	0	434.88	
F	4	Pt S½ N½ 12	002-16100	M. Benoit	899	1,287.46	858.31	0	429.15	
F	4	Pt S½ N½ 12	002-16200	C. Grandmaitre	34	48.69	0	0	48.69	
x	Total Assessments on Lands:				94,271	135,005.67	84,265.83	25,600	25,139.84	
O	Highway 65		MTO		50	71.61	0	0	71.61	
M	Drive In Theatre Road		City of Temiskaming Shores		85	121.73	0	0	121.73	
M	Peters Road		City of Temiskaming Shores		14,880	21,309.68	0	0	21,309.68	
S	Special Assessment to Peters Road				10,890	12,320.23	0	0	12,320.23	
M	½ Sales Barn Road		City of Temiskaming Shores		68	97.38	0	0	97.38	
x	Total Assessments on Roads:				25,973	33,920.63	0	0	33,920.63	
x	<b>TOTAL CITY OF TEMISKAMING SHORES:</b>				<b>120,244</b>	<b>168,926.30</b>	<b>84,265.83</b>	<b>25,600</b>	<b>59,060.47</b>	
<b>(54-14-000-00) Township of Harris</b>										
F	3	N½ N½ 1	1-12600	Y. Rundle	171	244.89	163.26	0	81.63	
F	4	N½ S½ 1	1-14600	A. & D. Frey	708	1,013.93	675.95	0	337.98	
F	4	N½ 1	1-14700	A. & D. Frey	1,564	2,239.81	1,493.21	0	746.60	
F	4	Pt S½ 2	1-14800	M. & E. Auger	102	146.07	97.38	0	48.69	
F	4	W½ N½ 2	1-14900	A. & D. Frey	17	24.35	16.23	0	8.12	
F	5	S½ 1	1-16400	S. Tobler	177	253.48	168.99	0	84.49	
x	Total Assessments on Lands:				2,739	3,922.53	2,615.02	0	1,307.51	
M	½ Sales Barn Road		Twp of Harris		32	45.83	0	0	45.83	
x	Total Assessments on Roads:				32	45.83	0.00	0.00	45.83	
x	<b>TOTAL TOWNSHIP OF HARRIS:</b>				<b>2,771</b>	<b>3,968.36</b>	<b>2,615.02</b>	<b>0.00</b>	<b>1,353.34</b>	
x	<b>TOTAL ASSESSMENTS PETERS ROAD DRAIN:</b>				<b>123,015</b>	<b>172,894.66</b>	<b>86,880.85</b>	<b>25,600.00</b>	<b>60,413.81</b>	

Notes:

- All of the above lands noted with an 'F' are classified as agricultural and currently have the Farm Property Class Tax Rate (F.P.C.T.R.).
- Section 21 of the Drainage Act, RSO 1990 requires that assessments be shown opposite each parcel of land and road affected. The affected parcels of land have been identified using the roll number from the last revised assessment roll for the City. For convenience only, the owners' names as shown by the last revised assessment roll, has also been included.
- The lands noted above in the City of Temiskaming Shores are in the geographic Township of Dymond.
- The value of the assessments identified in this schedule are estimates only and should not be considered final.

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**Subject:** 2018 Municipal Election – Advance Polls / Election Policy / Tabulators / Institutions      **Report No.:** CS-012-2018  
**Agenda Date:** April 3, 2018

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### **Attachments**

- Appendix 01:** Draft By-law for Advanced Polls
- Appendix 02:** 2018 Municipal Elections Policy
- Appendix 03:** Vote Tabulators
- Appendix 04:** Reduced hours at Institutions

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-012-2018;
2. That Council authorizes staff to prepare the necessary by-law to establish dates for advanced voting dates for the 2018 Municipal Election for consideration at the April 3, 2018 Regular Council meeting;
3. That Council authorizes staff to prepare the necessary by-law for the adoption of a 2018 Municipal Elections Policy for consideration at the April 3, 2018 Regular Council meeting;
4. That Council authorizes staff to prepare the necessary by-law to authorize the use of Vote Tabulators and Voting Proxies at the 2018 Municipal Elections for consideration at the April 3, 2018 Regular Council meeting; and
5. That Council authorizes staff to prepare the necessary by-law for reduced hours of voting in Institutions and Retirement Homes on voting day for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

Section 4. (1) of the Municipal Elections Act, 1996 states that a regular election to fill offices shall be held in every fourth year and Section 5 states that voting day shall be held on the fourth Monday in October which means that this year's election will be held on Monday, October 22, 2018.

The generally accepted principles of an election are secrecy and confidentiality of individual votes; fair and non-biased; accessible; integrity of the process; certainty of results; and voters and candidates treated fairly and consistently.

### **Analysis:**

The Municipal Clerk is responsible for conducting a municipal election every four years and may provide for any matter or procedure that is not otherwise provided for

in an Act or regulation and in the Clerk's opinion, is necessary or desirable for conducting the election.

The Nomination Period for the 2018 election opens on Tuesday May 1, 2018 and the last day to submit a nomination (Nomination Day) is Friday, July 27, 2018 (9:00 a.m. to 2:00 p.m.). Part of the Clerk's responsibilities includes presenting Council with various by-laws for Council's consideration such as, but not limited to, approval of vote-counting equipment and procedures, voting proxies, advance vote and voting at institutions. The following draft by-laws are attached and proposed to be considered by Council at the April 3, 2018 Regular Council meeting:

#### Advance Vote

Section 43 of the Municipal Elections Act states in part that before voting day, each local municipality shall hold an advance vote on one or more dates. **Appendix 01** is a draft by-law for advance polls; one in each of the former municipalities. The advance vote will permit those electors that have decided on their preferred candidates or those that are unable to attend on voting day (October 22, 2018) to cast their vote early.

#### Election Policy

Section 12 of the Municipal Elections Act provides that a clerk who is responsible for conducting an election may provide for any matter or procedure that is not otherwise provided for in an Act or regulation and in the clerk's opinion, is necessary or desirable for conducting the election. **Appendix 02** is a draft by-law which outlines procedures to be used in the upcoming 2018 municipal election including provisions for Election Officers, Accessibility, Voting Places, Notice Requirements, Voter's List, etc. The policy references various section of the Elections Act and various forms required to be used by elections staff. The policy would be referenced under various circumstances.

#### Voting Methods

Section 42 of the Municipal Elections Act provides that the Council of a local municipality may pass by-laws authorizing the use of voting and vote-counting equipment such as voting machines, voting recorders or optical scanning vote tabulators; authorizing use of alternative voting methods such as voting by mail. Over the past four (4) municipal elections vote tabulators have been utilized and it is recommended that Vote Tabulators be utilized in the 2018 Municipal Election. **Appendix 03 – Tabulators** is a by-law for the use of Vote Tabulators.

It should be noted that baseline discussions have been held with the IT Administrator with respect to alternative voting methods, more specifically internet voting. It is the intent of staff to investigate the requirements to allow internet voting and the associated costs. Depending on the findings, staff might propose an increase to the 2019 budget for the 2022 Municipal Election to accommodate internet voting.

#### Voting Methods

Section 46 (3) of the Municipal Elections Act, 1996 provides that the Council of a local municipality may, by by-law, establish reduced opening hours with respect to a voting place described in subsection 45 (7) that is only for the use of the residents of the

institution or retirement home. An institution is generally defined as a place with 20 or more beds occupied by persons who are disabled, chronically ill or infirm.

**Appendix 04 – Institutions** is a draft by-law to provide for reduced hours of voting in Institutions and Retirement Homes on voting day specific to the Northdale Manor, Temiskaming Hospital, Temiskaming Lodge and the Tri-Town Extendicare.

It is recommended that Council consider adoption of the various draft by-laws described herein at the April 3, 2018 Regular Council Meeting

**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 administrative functions and duties of a Municipal Election fall under the responsibilities of the Clerk’s Department.

**Alternatives**

No alternatives proposed.

**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

\_\_\_\_\_  
 Shelly Zubyck  
 Director of Corporate Services

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager

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

**By-law No. 2018-000**

**Being a by-law to provide for advanced voting to be held  
prior to the 2018 Election Voting Day - October 22, 2018**

**Whereas** Section 43 of the Municipal Election Act, 1996, provides that the Council of a municipality shall, by by-law, establish one or more dates for an advance vote, and the hours during which voting places shall be open on that date or dates;

**And whereas** Section 44 of the Municipal Elections Act, 1996 provides that a person who is entitled to be an elector in a local municipality may appoint another person who is also so entitled as his or her voting proxy;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary to establish advance vote locations, dates and times for consideration at the April 3, 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 following advance voting locations, dates, and times are hereby approved where all Temiskaming Shores electors can vote:
  - a) Riverside Place located at 55 Riverside Drive on Friday, October 12, 2018 between the hours of 10:00 a.m. and 7:00 p.m.;
  - b) Dymond Community Hall located at 181 Drive-In Theatre Road on Saturday, October 13, 2018 between the hours of 10:00 a.m. and 5:00 p.m.; and
  - c) City Hall located at 325 Farr Drive on Monday, October 15, 2018 between the hours of 10:00 a.m. and 7:00 p.m.
2. That Section 44 of the Municipal Elections Act, 1996 being the appointment of voting proxy shall apply.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of March, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-000**  
**Being a by-law to adopt a Municipal Elections Procedural**  
**Policy for the 2018 Municipal Election**

**Whereas** Section 12 (1) of the Municipal Election Act, 1996, provides that a clerk who is responsible for conducting an election may provide for any matter or procedure that is not otherwise provided for in an Act or regulation and in the clerk's opinion, is necessary or desirable for conducting the election;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of a Municipal Election Procedural Policy.

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

1. That the Council of the City of Temiskaming Shores adopts a Municipal Elections Procedural Policy for the 2018 Municipal Election, a copy hereto attached as Schedule A and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



**Schedule A to  
By-law No. 2018-000**

# **Municipal Election Procedural Policy**

In accordance with  
**Municipal Elections Act, 1996 as amended**



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## 1. Elections Officers

The Municipal Clerk, for the purposes of the municipal election, shall select and appoint in writing Elections Officers. This will include Supervisors, Accu Vote Tabulator (AVT Clerks), Revision Clerks, Deputy Returning Officers (DRO), Voting Clerks, Assistants and Runners. No candidate or spouse of a candidate is eligible to be appointed as an elections officer.

If an election officer does not attend at the opening of the voting place or becomes unable to perform his/her duties at the voting place, the Municipal Clerk shall appoint another person to act in his/her place. No person shall be appointed an election officer who has not attained the age of eighteen years.

Election Officers will be remunerated at the following rates for services:

Supervisor	\$200.00 per day (Advance and Election Day) \$ 50.00 for training seminar
DRO	\$175.00 per day (Advance and Election Day) \$100.00 per day (for Institutions) \$ 50.00 for training seminar
Revision Clerk	\$175.00 per day (Advance and Election Day) \$ 50.00 for training seminar
AVT Clerk	\$175.00 per day (Advance and Election Day) \$ 50.00 for training seminar
Voting Clerk	\$150.00 per day (Advance and Election Day) \$ 75.00 per day (for Institutions) \$ 50.00 for training seminar
Assistant	\$150.00/day (Election Day) to assist people with disabilities
Runner	\$100.00/day (Election Day) to go from Station to Station

## 2. Duties of Elections Officers

### 2.1. Voting Place Supervisors - Duties

The Voting Place Supervisors shall provide assistance to Election Officers within its Voting Place as well as assist electors in accordance with this policy, the Municipal Elections Act, 1996, the Education Act and the training and directions received from the Municipal Clerk.

### 2.2. Deputy Returning Officer (DRO) - Duties

The Deputy Returning Officers (DROs) shall perform all statutory duties in

accordance with this policy, the Municipal Elections Act, 1996, the Education Act, and the training and directions received from the Municipal Clerk.

### **2.3. Voting Clerks - Duties**

The Voting Clerks shall assist the DROs in the performance of the duties of his/her office and shall obey his/her orders, perform all duties in accordance with this policy, the Municipal Elections Act, 1996, the Education Act, and the training and directions received from the Municipal Clerk.

### **2.4. Accu Vote Tabulator Clerks (AVT Clerks) – Duties**

The AVT Clerks shall operate the Vote Tabulators in accordance with this policy, and the training and directions received from the Municipal Clerk.

### **2.5. Revision Clerks – Duties**

The Revision Clerks at the voting place shall complete necessary forms for the purpose of revising the Voters' List in accordance with the Municipal Elections Act, 1996, perform all duties in accordance with this policy and the training and directions received from the Municipal Clerk.

## **3. Oaths**

Every Supervisor, Deputy Returning Officer, Voting Clerk, Revision Clerk, Accu Vote Tabulator Clerk, Assistant, Scrutineer, Election Officer and any other person authorized to attend at a voting place shall, before entering upon his or her duties, take and subscribe an Oath on **Form EL10** for the DRO and **Form EL11** for all others.

## **4. Accessible Elections**

Our mission is to identify, remove and prevent accessibility barriers, and to treat everyone equally with respect, without discrimination because of a disability.

The municipality shall provide an election in a way that respects the dignity and independence of people with disabilities. Election officers will give the electors with disabilities the same opportunity to access the voting place as other electors.

Election officers will communicate with electors with disabilities in ways that take into account their disability. Election officers who communicate with electors will be trained on how to interact and communicate with electors with various types of disabilities.

Election officers shall welcome electors with disabilities who are accompanied by a service animal in the voting place. The Municipal Clerk will ensure that all election officers are properly trained on how to interact with electors with disabilities who are accompanied by a service animal.

Election officers shall welcome electors with disabilities who are accompanied by a support person. Any elector with disability accompanied by a support person will be

allowed to enter the voting place with his or her support person.

In the event of a planned or unexpected disruption in the facility usually used by electors with disabilities, the Municipal Clerk will make every reasonable effort to provide notice of the disruption in service to the public, including information about the reason for the disruption, its anticipated duration, and a description of alternative facilities, if any are available. Notice will be provided as soon as possible, including but not limited to public service messages in print or broadcast multimedia, on the City’s website at [www.temiskamingshores.ca](http://www.temiskamingshores.ca) or by any other method that may be reasonable under the circumstances as soon as reasonably possible. The information will be communicated in a manner that takes into account the person’s disability.

The Municipal Clerk will provide accessibility customer service training to all election staff, including election officers and third parties.

An Accessible Customer Service Feedback Form will be available to the public at all voting places. This process will provide the public with the opportunity to give feedback on the provision of municipal services to electors with disabilities.

## 5. Voting Days

Regular Voting Day: Pursuant to Section 5 of the *Municipal Elections Act, 1996* voting day in a regular election is the fourth Monday in October. When a holiday falls on this Monday, voting day will be the next succeeding day which is not a holiday. In 2018, voting day will be **Monday, October 22, 2018**.

Advanced Voting: Pursuant to Section 43 of the *Municipal Elections Act, 1996*, at least 30 days before voting day, the council shall pass a by-law establishing one or more dates for advance vote and the hours during which voting places shall be open.

## 6. Voting Places

Pursuant to Section 45 of the *Municipal Elections Act, 1996*, in choosing a location for a voting place, the Municipal Clerk shall have regard to the needs of electors with disabilities. The voting place boundaries shall include an area outside the buildings.

### 6.1. Definition of Elector

Section 17.(2) of the *Municipal Act* states that a person is entitled to be an elector at an election held in a local municipality if, on voting day, he or she,

- (a) resides in the local municipality or is the owner or tenant of land there, or the spouse of such owner or tenant;
- (b) is a Canadian citizen;
- (c) is at least 18 years old; and

(d) is not prohibited from voting under subsection 17.(3) or otherwise by law.

## 6.2. Persons prohibited from voting

Section 17.(3) of the Municipal Act states that the following are prohibited from voting:

1. A person who is serving a sentence of imprisonment in a penal or correctional institution.
2. A corporation.
3. A person acting as executor or trustee or in any other representative capacity, except as a voting proxy in accordance with section 44.
4. A person who was convicted of the corrupt practice described in subsection 90 (3), if voting day in the current election is less than five years after voting day in the election in respect of which he or she was convicted.

## 6.3. Advance Voting

The following advance voting locations, dates and times are hereby approved where **all** Temiskaming Shores electors can vote:

- (a) Riverside Place located at 55 Riverside Drive on **Friday, October 12, 2018** between the hours of 10:00 a.m. and 7:00 p.m.; and
- (b) Dymond Community Hall located at 181 Drive-In Theatre Road on **Saturday, October 13, 2018** between the hours of 10:00 a.m. and 5:00 p.m.;
- (c) City Hall located at 325 Farr Drive on **Monday, October 15, 2018** between the hours of 10:00 a.m. and 7:00 p.m.

## 6.4. Regular Voting Day – Monday October 22, 2018 from 10:00 a.m. to 8:00 p.m.

The following regular voting places are hereby approved:

1. For electors that reside or own property in the former Township of Dymond at the **Dymond Community Hall** located at 181 Drive-In Theatre Road
2. For electors that reside or own property in the former Town of New Liskeard at **Riverside Place** 55 Riverside Drive; and
3. For electors that reside or own property in the former Town of Haileybury at **City Hall** 325 Farr Drive.

## 7. Notice Requirements

### 7.1. Elections Officers

Advertising for Election Officers will be posted on the City’s website and in the

media.

## **7.2. Voters' List**

Notice encouraging electors to attend City Hall to view the Voters' List to ensure all of their information is correct will be advertised. Any revisions to the Voters' List can be done by completing an Application to Amend the Voters' List.

## **7.3. Advanced Vote & Proxy Voting**

Dates and times for the Municipal Election and Advance Vote as well as information on Proxy Voting will be advertised to the public.

## **7.4. Nominations**

Notice advertising for candidates for the **October 22, 2018 Municipal Elections** will be provided.

All notices mentioned above, may include but is not limited to public service messages in print or broadcast multimedia, City's website at [www.temiskamingshores.ca](http://www.temiskamingshores.ca), Facebook, local newspapers, posting of notice, at City Hall or any other place as prescribed by the Municipal Clerk and by any other method that may be reasonable under the circumstances as soon as reasonably possible.

## **8. Voters' List**

The preliminary list of electors (PLE) will be sent to the Municipal Clerk who will prepare revisions and return the PLE to the Municipal Property Assessment Corporation (MPAC) by the date agreed upon by the Municipal Clerk and MPAC. The Municipal Clerk can correct any errors on the PLE until September 1, 2018. On September 1, 2018 the corrected list becomes the Voters' List and shall be reproduced by the Municipal Clerk.

Revisions to the Voters' List can be done between **September 2 and October 22, 2018**, by making application in writing to the Municipal Clerk using the Application to Amend Voters' List **Form EL15** and **Form EL16**.

One copy of the Voters' List shall be kept at the office of the Municipal Clerk throughout the period of revision of the Voters' List, available for public inspection during normal office hours, under supervision only. One copy of the Voters' List will be distributed to the candidates pursuant to Section 23 of the Act at no charge. **Candidates may request a Voters List by using Form EL14 (Candidate's Declaration–Proper Use of Voters' List).**

It is noted that all Voters' Lists are for election purposes only and not for Commercial purposes, and each list produced should have affixed a warning from the Municipal Clerk that the list is to be used for election purposes only.

For school board purposes, a voter shall cast his or her votes subject to the information provided by the Voters' List in respect to that voter. Notwithstanding the foregoing, any voter may make application for revision of school board support on voting day up to the close of the voting place.

## **9. Appointment of Scrutineer**

Any candidate appointing a scrutineer to represent him or her during the voting, counting of votes and recounting of votes, shall make the appointment in writing using the Appointment of Scrutineer **Form EL12(A)** and shall provide one copy of such appointment to the Municipal Clerk and one copy to the Scrutineer to show proof of his or her appointment to the election official in charge of the voting place or where votes are being counted. The form should also have information advising scrutineers of the secrecy of proceedings under the Act. Before being admitted to a Voting Place, a scrutineer shall show his appointment and take the Oral Oath of Secrecy **Form EL12(B)** from the Supervisor.

A Municipal Council appointing a scrutineer during the voting, counting of votes and recounting of votes on By-laws or Questions, shall make the appointment in writing using the Appointment of Scrutineer **Form EL13**, and shall provide one copy of such appointment to the Municipal Clerk and one copy to the Scrutineer to show proof of his or her appointment to the election official in charge of the voting place or where votes are being counted. The back of the form should advise the scrutineer of the secrecy of proceedings under the Act.

## **10. Declaring an Emergency**

If an emergency is declared by the Municipal Clerk under Section 53 of the Act, it is recommended that the Ontario Provincial Police be immediately notified.

## **11. Nominations**

**Nomination Day is Friday, July 27, 2018.** Nominations will be accepted **until 2:00 p.m.** that day.

Pursuant to Section 33 of the Act a person may be nominated for an office by filing a nomination in the Clerk's office, in person or by an agent and such nomination must be endorsed by at least 25 persons, and they may endorse more than one nomination. Persons endorsing a nomination must be an eligible voter of the municipality on the day that the person endorses the nomination. Original signatures are required.

The Municipal Clerk may post names unofficially as received, including date and time, clearly identified as unofficial, in the municipal office and on the City's website for public display.

The Municipal Clerk shall examine and certify nominations pursuant to Section 35 of the Act on **Monday, July 30, 2018**, and prepare the “List of Certified Candidates” on **Form EL07**.



If the number of nominations filed for an office and certified is less than the number of persons to be elected to the office, additional nominations for the remaining vacant seats must be filed between 9:00 a.m. and 2:00 p.m. **on Wednesday, August 1, 2018** and the Clerk must certify or reject each nomination by 4:00 p.m. **on Thursday, August 1, 2018**.

Candidates who file more than one nomination should be advised by the Municipal Clerk that in the instances where a candidate who has been nominated for an office is nominated for another office to which the Act applies, the first nomination shall be deemed to have been withdrawn at the time the second nomination is filed. The filing fee is deemed to have been paid with the latest filing, if the two nominations are for the same Council of local board.

Pursuant to Section 33 of the Act, a nomination shall be filed in the Municipal Clerk's office and shall be accompanied by the prescribed nomination filing fee of \$200.00 for Head of Council and \$100.00 for all other offices, which shall be in the form of cash, debit, certified cheque, or money order only. The candidate is entitled to receive a refund of the nomination filing fee if he or she withdraws the nomination under Section 36 of the Act, is elected to the office, or receives at least 2% of the votes cast in the election for the office. Candidates failing to obtain at least 2% of the vote will default the deposit and the Municipal Clerk shall deposit the amount in a trust fund.

Any written withdrawal of a nomination filed in the Municipal Clerk's office pursuant to Section 36 of the Act shall be on the Withdrawal of Nomination **Form EL19** and received no later than 2:00 p.m. on Friday, July 27, 2018.

## **12. Appointment of Voting Proxy**

The Municipal Clerk may delegate authority for the issuance of proxies.

Only a person who is entitled to be on the voters' list (on the voters' list or who's name shall be added to the voters' list pursuant to an Application to Amend Voters' List certified by the Municipal Clerk) may appoint another person who is also so entitled as his or her voting proxy pursuant to Section 44 of the Act.

All proxy appointments shall be made by using the prescribed Form for Appointment of Voting Proxy. The Form may be distributed anytime but cannot be certified by the Municipal Clerk until after Nomination Day on Friday, July 27, 2018.

A person appointed as a proxy may only act for one person, unless the person is the spouse, sibling, parent, child, grandparents or grandchild of the persons making the appointment.

The Municipal Clerk shall keep an active list of all proxy applications certified.

The Municipal Clerk or designate shall be available for proxy certification as follows:

After July 30, 2018:

Regular Office Hours

Advanced Vote October 12, 2018:	10 a.m. to 7:00 p.m.
Advanced Vote October 13, 2018:	10 a.m. to 5:00 p.m.
Advanced Vote October 15, 2018:	10 a.m. to 7:00 p.m.
Regular Vote October 22, 2018:	10 a.m. to 8:00 p.m.

### **13. Form of Ballot**

The Municipal Clerk shall determine whether separate or composite ballots shall be used in the election and the ballots shall be designed in accordance with Section 41 of the Municipal Elections Act, 1996.

### **14. Vote-Counting Equipment**

In accordance with Section 42 of the Municipal Elections Act, 1996, the Council of a local municipality may pass a by-law authorizing the use of voting and vote-counting equipment.

### **15. Procedures at the Voting Place**

#### **15.1. Persons allowed in the Voting Place**

No person shall remain in the voting place when the vote is being taken or the votes are being counted except those persons permitted under Section 47 of the Act.

#### **15.2. Campaign Material within Voting Place**

No campaign material or literature of any nature relating to any candidate in the election shall be displayed within the voting place. This includes campaign buttons or any other advertising materials.

#### **15.3. Opening of Voting Place**

The Supervisor of the Voting Place shall:

Arrive at least 1 hour prior to the opening of the voting place, and early enough to set up the voting place. Ensure that all necessary supplies and equipment for the voting place have been received, inspect the voting place, confirm arrangements and notify the Municipal Clerk immediately of any problems.

Ensure that every Deputy Returning Officer, Voting Clerk, Revision Clerk, scrutineer, or election officer and other person authorized to attend at a voting place shall, before entering upon his or her duties, take and subscribe an Oath in **Form EL10** for DRO and **Form EL11** for other election officers.

Ensure that all persons entitled to remain in the voting place are wearing the appropriate identification badge.

Arrange voting screens to ensure secrecy, place markers for marking ballots in the

voting screens.

Post Voting Instructions **Form EL29** in clear view of persons entering the voting place, and also affix at least one copy inside each voting screen.

Post at least two copies of Statutory Provisions Regulating Voting Procedures **Form EL34** in clear view of persons in the voting place, and also affix at least one copy inside the voting screen.

Post Notice of Offence - Notice of Corrupt Practice form **EL35** in clear view of persons in the voting place.

Set out all voting place supplies for use at the voting place in an orderly manner.

The DRO (DRO) shall:

Arrive at least 1 hour prior to the opening of the voting station, and early enough to set up its voting polling station. Consult with the person appointed as its Voting Clerk to review his/her duties.

Schedule a time with the Municipal Clerk prior to Election Day to pick up all necessary supplies. Check and count the ballots to ascertain that the ballots supplied are those set out in the receipt and note if any quantity differs. Complete the Certificate and Receipt for Ballots Form **EL25**. Retain the copy of the receipt in your records to be placed in the ballot box and returned to the Municipal Clerk at the close of the voting place.

For the regular voting place, if this has not already been done by the Municipal Clerk, immediately upon receipt of a “List of Persons Who Voted at an Advance Vote”, make or cause to be made an entry on each of the voters' lists for the voting place, opposite the name of each elector whose name appears on the “List of Persons Who Voted at an Advance Vote”, showing that such elector has already voted at the advanced voting.

Candidates or scrutineers may enter the voting place 15 minutes before it opens.

During the fifteen minutes prior to the opening of the voting place, candidates or scrutineers are entitled to inspect ballots, other papers, forms and documents relating to the voting place, but must not impede opening of the voting place.

#### **15.4. Procedures for Voting in Institutions and Retirement Homes**

Open the voting place precisely at the assigned time for the said institution on Election Day for the said institution.

At the opening of the voting place, the DRO is to show the empty ballot box to all present, seal the ballot box, and place seals upon it in such a manner as to prevent it from being opened without breaking the seal. Place the ballot box on a desk, counter, or table so that it is raised above the floor and in full view of all present.

The box shall be kept sealed and after the closing of the voting place for the said Institution the DRO shall deliver the ballot box to the Vote Tabulator Clerk for the purpose of counting the votes.

Post Voting Place poster in a conspicuous, well lit place at the voting place where it can be clearly seen by the electors.

### **15.5. Procedures for Opening of Voting Places using Voting Tabulators**

The Accu Vote Tabulator Clerk (“AVT Clerk”), in the presence of the Supervisor, Election Officers and all scrutineers (if any), shall cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting place.

If the totals are zero for all candidates, by-laws and questions, the AVT Clerk shall request all witnesses to initial the printout, affix the printout to the vote tabulator, and ensure that the printout remains affixed to the vote tabulator until the results are printed by the AVT Clerk after the close of the vote.

If the totals are not zero for all candidates, by-laws and questions, the Supervisor shall immediately notify the Municipal Clerk. If the vote tabulator is not made operational prior to the opening of the voting place, the Supervisor will still open the voting place at precisely 10 o'clock in the forenoon and the AVT Clerk shall conduct the vote using the back-up compartment of the ballot box until such time as the vote tabulator is made operational.

### **15.6. Requests for a Ballot at the Voting Place**

In accordance with Section 52 of the Municipal Elections Act, 1996, the following procedure shall be followed when a person enters a voting place and requests a ballot. The DRO shall give the person a ballot only if satisfied that the person is entitled to vote at the voting place and the person presents the prescribed proof of identity and residence or completes an application in the prescribed form, including a statutory declaration that he or she is the elector shown on the voters’ list.

On receiving an approved application to amend the voters’ list - Form **EL15** issued by the Municipal Clerk or designate, the DRO shall amend the voters’ list in accordance with the application.

The DRO will place its initials on the ballot the elector is entitled to.

The DRO will require the Voting Clerk to indicate on his/her voters' list, opposite the person's name, the numerical order in which the person was given a ballot.

If the DRO, a scrutineer or a candidate objects to the person voting, the DRO shall have the fact of the objection and by whom it was made recorded on the Voters’ List next to the person’s name.

When an objection has been made as described in paragraph 5, the DRO shall give

the person a ballot if the person takes an oath or affirmation stating that he or she is entitled to be an elector for the voting place and has not already voted in the election. The DRO shall record, that the oath was taken, on the Voters’ List by writing “OATH” next to the person’s name.

The DRO may permit an elector who needs assistance in voting to have such assistance, as the DRO considers necessary.

If the DRO is satisfied that such person is the person designated in the voters' list or in a certificate issued by the Municipal Clerk, and that such person is entitled to vote, the DRO shall place his/her initials on the back of the ballot prior to delivering the ballot to the elector.

Upon delivery of the ballot, the elector is required to immediately proceed to the voting screen provided for the purpose of voting and therein to fill in the space provided to the right of the name of the candidate for whom the elector intends to vote for (or to the right of the by-law or question response for which the elector intends to vote for).

The elector must then leave the voting screen without delay and without showing the face of the ballot to anyone hold the ballot face down in order to hide the names of the candidates (or the question) and the marks upon the face of it, as to expose the initials of the DRO and deliver the ballot UNFOLDED to the DRO at institution locations OR to the AVT Clerk at locations where Vote Tabulators are being used.

Upon delivery of the ballot to the DRO or to the AVT Clerk by the elector, the ballot will be placed face down into the ballot box or in the vote tabulator as to not in any way disclose the names of the candidates or marks made by the elector. A person whose ballot is being placed in the vote tabulator will be requested to wait until the ballot has been accepted by the vote tabulator and stored into the ballot box.

A person whose ballot has been placed in the ballot box shall be deemed to have voted and is not, under any circumstances, entitled to another ballot. The elector shall forthwith leave the voting place.

A person whose ballot has been placed in the vote tabulator and the ballot is returned by the vote tabulator i.e. overvoted ballot or damaged or defective ballot, the AVT Clerk shall direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

If a ballot is returned by the vote tabulator and the voter who delivered the ballot declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.

A non-resident elector shall not be permitted to vote in the school board election.

## **15.7. Procedures in Extraordinary Circumstances**

Procedures in extraordinary circumstances shall be referred to the Supervisor.

### **15.7.1. Voter unable to enter Voting Place**

Section 45. (1) of the Municipal Act, states that the Municipal Clerk shall establish the number and location of voting places taking into consideration the most convenient place(s) for electors. Section 45. (2) of the Municipal Act states that the Municipal Clerk must ensure that each voting place is accessible to electors with disabilities. Section 45.(3) of the Act also states that voting place can be located outside its voting subdivision.

A person who is unable to enter the voting place to cast their vote due to physical disability, shall be permitted to vote immediately outside of the voting place. In such circumstances, the Supervisor will obtain a ballot from the appropriate DRO, personally deliver or assign an Election Officer to deliver the appropriate ballot(s) to the voter at the curb or at their vehicle immediately outside the voting place where the voter shall be permitted to mark his or her ballot in secret. The Supervisor or Election Officer shall then without delay and without showing the face of the ballot to anyone, or so displaying it as to make known how the elector has marked it, return the ballot to the voting place and deposit it in the vote tabulator.

### **15.7.2. Voter assistance as necessary – Section 52 of the Election Act**

Pursuant to Section 52 of the Act, the DRO may permit an elector who needs assistance in voting to have such assistance as the DRO considers necessary. The elector requiring assistance shall take the Oral Oath of Incapacity to Vote Without Assistance. Any person providing such assistance to an elector shall take the Oral Oath of Friend of Elector attached as Form **EL27**. All Election Officers have taken the Oath of Secrecy.

### **15.7.3. Oath for Translator – Language Barrier**

Where the DRO does not understand the language of the elector, an interpreter provided by the elector may translate to the elector his or her answers. Any person acting as interpreter for an elector shall take the Oral Oath of Interpreter **EL27**.

### **15.7.4. Voter not on the Voter’s List**

If a person representing himself or herself to be an elector applies to the DRO at the voting place for a ballot and the person's name does not appear on the voters' list or in an Application to Amend the Voters' List Form **EL15** certified approved by the Municipal Clerk or designate as being entitled to vote at the voting place, the person is entitled to have his or her name entered on such voters' list and to receive a ballot and to vote if he or she makes application to the Revision Clerk using the Application to Amend the Voters' List Form **EL15** or the Affidavit of

Residence Form **EL01**. Where a person is voting under an Application to Amend the Voters' List Form **EL15** issued by the Municipal Clerk or designate, the DRO shall enter or cause to be entered on the voters' list maintained by the Voting Clerk the name and address of the person voting.

**15.7.5. An elector requesting to vote that is already shown as having voted**

Where an elector that is entitled to vote at the voting place applies for a ballot and the Voters' List indicates that the person has already voted, the DRO is to refer the elector to the Supervisor.

**15.7.6. Objection to Person Voting**

If the Deputy Returning Officer receives an objection to a person voting, from a scrutineer or a certified candidate, the DRO shall have the fact of the objection and by whom it was made recorded on the Voters' List next to the person's name. Then the DRO shall give the person a ballot if the person takes an Oath of Qualification Form **EL26** stating that he or she is named on the Voters' List for the voting place and has not already voted in the election.

**15.7.7. “Sworn” or “Refused to be Sworn” Affidavit**

In any circumstance where the DRO requires an elector, friend of elector, or interpreter to take an oath or affidavit, the DRO shall enter or cause to be entered on the Voters' List maintained by the Voting Clerk the word "Sworn".

**15.7.8. Ballot Spoiled – Voter Requesting another Ballot**

An elector who has inadvertently dealt with, or accidentally spoiled, his or her ballot in such a manner that it cannot be conveniently used, upon returning it to the Deputy Returning Officer, is entitled to obtain another ballot, and the DRO shall immediately write the word "Cancelled" upon the first-mentioned ballot, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

**15.7.9. Only Voter permitted in Voting Privacy Booth**

Notwithstanding that an elector may require assistance in voting, while an elector is in a voting screen for the purpose of marking the ballot, no other person shall be allowed to enter the booth or to be in a position from which he or she can see how the elector marks the ballot.

**15.7.10. Closing of the Voting Place**

The Supervisor shall close the voting place promptly at 7:00 p.m. on October 12<sup>th</sup> advanced voting day; at 5:00 p.m. on October 13<sup>th</sup> advanced voting day; at 7:00 p.m. on October 15<sup>th</sup> advanced voting day and 8:00 p.m. on the regular voting day. Every elector qualified to vote at the voting place whom is inside the voting place at the time fixed for closing of the voting place, is entitled to vote.

### **15.7.11. Closing of Advanced Voting Place**

**ATV Clerk** - At the end of the Advance Voting, after every ballot has been inserted into the tabulator, the AVT Clerk shall TURN the tabulator OFF. Then remove the memory card and tear the “0” report off the tabulator and insert them in the same envelope, seal it and give to the Supervisor or Municipal Clerk. Immediately after, the AVT Clerk shall mark the ballot box as “Advance Voting and the date” without interference with the seal affixed to the ballot box at the opening of the advanced voting place. The AVT Clerk shall seal the ballot box by placing seals over the ballot slot so that ballots cannot be deposited or withdrawn from it without breaking the seals. Any candidate or scrutineer present who desires to do so can affix his or her seal to the ballot box in such a manner that it cannot be opened or any ballots deposited or withdrawn from it without breaking the seals. The AVT Clerk shall deliver the ballot box and the memory card to the Supervisor or Municipal Clerk for safekeeping.

**DRO** - At the close of the Advance Voting, the DROs shall prepare and deliver to the Supervisor or Municipal Clerk, a List of Persons Who Voted at the Advanced Vote showing the name of persons who have voted on that day and identifying his or her voting place and date. The DRO will place all cancelled, declined and unused ballots for each office, by-law or question in separate envelopes, and clearly endorse upon each envelope an indication as to its contents. The DRO shall also return all other election materials and documents used at the advanced voting place to the Supervisor or Municipal Clerk.

### **15.7.12. Closing of Regular Voting Place**

**ATV Clerk** – At the end of the Regular Voting, after every ballot has been inserted into the tabulator, and for the ATV Clerk located at the City Hall Voting Place, this will include the ballots from all four institutions. The AVT Clerk shall print out two copies of the vote results for its Voting Place allowing at least 1” of paper between the reports for signatures. The AVT Clerk will tear off both copies of the print out and sign the record along with the Supervisor and any other witnesses that he/she deems appropriate i.e. Scrutineers, Candidates, Voting Officers, etc. The AVT Clerk shall remove the memory card and place it in the assigned envelope with a copy of the report. The other copy of the report will be given to the Supervisor who in turn will be provided to the Municipal Clerk so he/she can report the election results to the public.

The AVT Clerk located at the City Hall Voting Place will also be given the memory cards for all of the Advance Votes and he/she will repeat the process to print out the vote results for each of these Advance Votes, affix required signatures, placing each memory card in the assigned envelope with its corresponding copy of the printed signed report. The ATV Clerk will then give the other copy of each of the report for Advance Votes to the Supervisor so he/she can call in the results to the Municipal Clerk.

Immediately after, the AVT Clerk shall mark the ballot box as “Regular Voting, the



date and the voting place” without interference with the seal affixed to the ballot box at the opening of the advanced voting place. The AVT Clerk shall seal the ballot box by placing seals over the ballot slot so that ballots cannot be deposited or withdrawn from it without breaking the seals. Any candidate or scrutineer present who desires to do so can affix his or her seal to the ballot box in such a manner that it cannot be opened or any ballots deposited or withdrawn from it without breaking the seals. The AVT Clerk shall deliver the ballot box and the memory cards to the Supervisor or Municipal Clerk for safekeeping.

DRO - At the close of the Regular Voting, the DROs shall prepare and deliver to the Supervisor, a List of Persons Who Voted at the Advanced Vote showing the name of persons who have voted on that day and identifying his or her voting place and date. The DRO will place all cancelled, declined and unused ballots for each office, by-law or question in separate envelopes, and clearly endorse upon each envelope an indication as to its contents. The DRO shall also return all other election materials and documents used at the advanced voting place to the Supervisor.

## **16. Election Results**

Pursuant to Section 55 (4) of the Act, the Municipal Clerk shall declare the candidate or candidates elected using the Declaration of Election - Candidate Form **EL32**, and declare the result of any vote on a by-law or question using the Declaration of Results - By-laws or Questions Form **EL33**.

## **17. Disposal of Records**

Subject to a Judge's order or recount proceedings, after ninety days from declaring the results under Section 55 of the Act, the Municipal Clerk shall proceed to destroy the election records pursuant to Section 88 of the Act.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-000**  
**Being a by-law to authorize the use of Vote Tabulators**  
**and Voting Proxies at the 2018 Municipal Elections**

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

**And whereas** Section 44 of the Municipal Elections Act, 1996 provides that a person who is entitled to be an elector in a local municipality may appoint another person who is also so entitled as his or her voting proxy;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores considers it desirable to use vote tabulators at the 2018 Municipal Elections;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores considers it desirable to use voting proxies at the 2018 Municipal Elections;

**And whereas** Council considered Administrative Report CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law

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

1. That Council hereby authorizes the use of vote tabulators for the purpose of counting votes at the 2018 municipal election as per Section 42 of the Municipal Elections Act, 1996 and the procedures for the use of vote-counting equipment is hereto attached as Schedule "A" and forms part of this by-law; and
2. That Section 44 of the Municipal Elections Act, 1996 being the appointment of voting proxy shall apply.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## Procedure for use of Vote Tabulators

### 1. Definitions

In this procedure:

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

### 2. General Provision

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

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

### 3. Election Officers

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

### 4. Voting Subdivisions

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

### 5. Ballot

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

### 6. Vote Tabulators

The Municipal Clerk shall provide a vote tabulator at each of the voting places.

### 7. Programming of Vote Tabulators

- 7.1 The vote tabulator shall be programmed so that a printed record of the number of votes cast for each candidate can be produced.
- 7.2 The vote tabulator shall be programmed so that the following ballots are returned to the Deputy Returning Officer (“DRO”) as described:

- (a) a ballot with votes in excess of the number of specified voting spaces required as determined by a vote tabulator with the message “Over Voted”;
- (b) a ballot that is damaged or defective or has been marked in such a way that it cannot be properly processed by a vote tabulator with the message “Ballot Misread”.

## **8. Testing of Vote Tabulators**

- 8.1 Within twenty-one (21) days before voting day, the Municipal Clerk shall test the vote tabulators to ensure that they will accurately count the votes cast for all candidates.
- 8.2 When testing the vote tabulator, adequate safeguards shall be taken to ensure that the system, or any part of it, that is used for processing and tabulating votes is isolated from all other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.
- 8.3 The test shall be conducted by:
  - (a) loading the memory into the vote tabulators;
  - (b) tabulating a pre-audited group of ballots including ballots that fall into each of the categories of ballots described in clause 9.12 (f) (ii) to (v) and ballots on which are recorded a predetermined number of valid votes for each candidate; and
  - (c) comparing the output of the tabulation against the pre-audited results.
- 8.4 The Municipal Clerk shall, at the successful completion of the test, seal the memory pack of the vote tabulator.
- 8.5 If the Municipal Clerk detects an error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

## **9. Procedure at the Voting Place**

- 9.1 If a vote tabulator is to be used in a voting place, the Accu Vote Tabulator Clerk (“AVT Clerk”) or election officer shall, in the presence of all scrutinizers, if any, cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting.
- 9.2 If the total are zero for all candidates, the AVT Clerk or election officer shall ensure that the zero printout remains affixed to the vote tabulator until the results are printed by the vote tabulator after the close of the vote.
- 9.3 If the totals are not zero for all candidates, by-laws and questions, the AVT Clerk or election officer shall, immediately notify the Municipal Clerk and shall

- conduct the vote using the back-up compartment of the ballot box until the vote tabulator is made operational or the Municipal Clerk provides a back-up tabulator to the voting location.
- 9.4 The Municipal Clerk may assign an election assistant, in addition to the DRO, to initial a ballot before the ballot is delivered to a voter.
- 9.5 The DRO or an election officer shall provide a secrecy folder to each person to whom a ballot is provided at the same time as the ballot is provided.
- 9.6 After marking the ballot in the voting compartment, the voter shall:
- (a) insert the ballot into the secrecy folder;
  - (b) leave the compartment without delay; and
  - (c) deliver the secrecy folder containing the ballot to the AVT Clerk.
- 9.7 The AVT Clerk shall verify the initials of the DRO in the presence of the voter without removing the ballot from the secrecy folder or if the ballot presented is not in a secrecy folder, ask the voter to hand the ballot face down, in order to conceal his choices, and
- (a) if a vote tabulator is available in the voting place, insert the secrecy folder containing the ballot, with the initials of the DRO face down, into the feed area of the vote tabulator until the vote tabulator draws the ballot from the secrecy folder in full view of the voter, or
  - (b) if a vote tabulator is not available in the voting place, place the ballot with the initials of the DRO face down, directly into the ballot box from the secrecy folder in full view of the voter.
- 9.8 If a vote tabulator is available in the voting place but fails to operate, the AVT Clerk shall:
- (a) insert the ballot into the back-up compartment of the ballot box; and
  - (b) subject to subsection 9.13 insert the ballots into the feed area of the vote tabulator after the close of the voting.
- 9.9 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present, the AVT Clerk shall:
- (a) in the case of an over voted ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter;
  - (b) in the case of a damaged or defective ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

- 9.10 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present and declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.
- 9.11 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is not present, the AVT Clerk shall make the ballot “defective” and insert the ballot into the back-up compartment of the ballot box. After the close of the voting, and in conjunction with the Poll Supervisor:
- (a) where there are no marks in the specified voting spaces, the AVT Clerk will override the ballot for acceptance by the tabulator. Should the tabulator still fail to accept the blank ballot in override mode, the AVT Clerk shall mark the blank ballot “declined” and return it to the DRO who assigned it for accounting purposes;
  - (b) where there are marks in the specified voting spaces:
    - (i) prepare a replacement ballot for the defective ballot by duplicating the marks shown on the defective ballot to the replacement ballot. The replacement ballot shall be clearly labeled “replacement” and given a serial number which number shall also be recorded on the defective ballot;
    - (ii) substitute the replacement ballot for the defective ballot and tabulate it;
    - (iii) for accounting purposes, give the defective ballot to the DRO who provided the replacement ballot. The DRO will place the defective ballot in the appropriate envelope.
- 9.12 If a vote tabulator has been used to tabulate the votes cast in a voting place, the AVT Clerk shall, after the close of the voting, check the back-up compartment of the ballot box for ballots to ensure all votes are tabulated. Once all votes are tabulated including those noted in Section 9.11, the AVT Clerk shall:
- (a) secure the vote tabulator against receiving any more ballots;
  - (b) obtain a printed record of the votes given for each candidate;
  - (c) sign the certificate portion of the printed record along with the Poll Supervisor and any scrutinizers who are present and wish to sign;
  - (d) remove the printed record from the vote tabulator and place it in the statement envelope;
  - (e) provide printouts for any scrutinizer upon request;

- (f) under supervision of the Poll Supervisor collect all completed DRO Statements of Ballot Account for return to the Municipal Clerk which define:
    - (i) ballots received from the Municipal Clerk;
    - (ii) cancelled ballots;
    - (iii) declined ballots;
    - (iv) defective ballots;
    - (v) ballots unused;
  - (g) report the ballots counted by the vote tabulator on the AVT Clerk Statement and attach the DRO Statements to it;
  - (h) place the original copy of the DRO and AVT Clerk Statements in the Statements Envelope as well as the Vote Summary Totals Tape from the AccuVote Tabulator;
  - (i) place a duplicate copy of the statements and all ballots that have been counted by the vote tabulator in a ballot transfer contained provided by the Municipal Clerk to ensure the safe transfer of the ballots and seal it;
  - (j) place in a separate envelope:
    - (i) cancelled ballots;
    - (ii) declined ballots;
    - (iii) defective ballots;
    - (iv) unused ballots;
  - (k) seal the envelopes;
  - (l) place all remaining supplies and sealed envelopes, excluding the Statement Envelope, in a transfer carrier and seal the transfer carrier; and
  - (m) the AVT Clerk shall personally deliver the transfer carrier, ballot transfer container, vote tabulator and the Statement Envelope to the Office of the Municipal Clerk or to such other place as the Municipal Clerk has directed in writing.
- 9.13 If a vote tabulator has been used to tabulate votes cast in a voting place but the tabulation of the votes cannot be completed because the vote tabulator is not operating or cannot be made to operate within a reasonable time following the close of the voting, the AVT Clerk or an election assistant shall, after the close of the voting and after determining that the tabulation cannot be completed:
- (a) seal the ballot box in such a manner that it cannot be opened or any ballots be deposited in it without breaking the seal;
  - (b) secure the vote tabulator against receiving any more ballots;

- (c) place all supplies and all cancelled, declined, defective and unused ballots in the transfer carrier and seal it;
  - (d) personally deliver the ballot box, **transfer carrier, ballot transfer container** and vote tabulator to a place designated by the Municipal Clerk where a back-up vote tabulator is located;
  - (e) follow the procedures set out in Sections 9.1 to 9.3 to ensure that the totals of the back-up vote tabulator are zero for all candidates;
  - (f) insert all the ballots from the ballot box into the back-up vote tabulator; and
  - (g) follow the procedures in subsection 9.12.
- 9.14 If a vote tabulator has been provided and has not been used to tabulate votes in a voting place:
- (a) the DRO or election assistant shall, immediately after the close of voting, follow with necessary modifications the procedures in clauses 9.13 (a), (c) and (d); and
  - (b) the Municipal Clerk, or a person designated by the Municipal Clerk, shall with necessary modifications follow the procedures in clauses 9.13 (e) to (g).
- 9.15 If, at the close of the voting, the Municipal Clerk is of the opinion that it is impracticable to count the votes with the vote tabulators, he/she may direct that all the votes cast in the election be counted manually following as far as practicable the provisions of the Act governing the counting of the votes.
- 9.16 The Municipal Clerk shall, at the completion of the count, retain the programs, memory packs, test materials and ballots in the same manner as is provided for in the Act for the keeping of ballots.
- 9.17 The Municipal Clerk shall retain and may have access to the pre-audited group of ballots referred to in clause 8.3 (b) and other materials used in the programming of vote tabulators.
- 9.18 The Municipal Clerk shall not alter or make changes to the materials referred to in Section 1.

## **10. Advance Voting and early closing of Voting Places**

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

## **11. Recounts**



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

- 11.1 A vote tabulator shall be tested before the recount in accordance with Section 8.
- 11.2 The recount officer shall attend the recount and bring the transfer carriers, ballot transfer containers, vote tabulators, statement envelopes and all documents that, in the opinion of the recount officer, are relevant to the recount.
- 11.3 If a vote tabulator is used for a recount, the recount is limited to the ballots tabulated by the vote tabulator on voting day.
- 11.4 For the purposes of subsection 11.2, “results of the election” means,
  - (a) in the case of an election to an office, which candidate or candidates have been declared elected;
  - (b) in the case of an election to obtain the assent of the voters on a by-law, whether the affirmative or negative received the greatest number of votes; and
  - (c) in the case of a question submitted to the voters, which answer received the greatest number of votes.
- 11.5 The results of a recount using a vote tabulator is final and no further recount shall take place, unless:
  - (a) the recount changes the results of the election, as declared by the Municipal Clerk under section 55 of the Act, or
  - (b) a judge makes an order under section 58 of the Act requiring a recount to be held.
- 11.6 If clause 11.5 (a) applies, the recount officer shall conduct a manual recount following as far as practicable the provisions of the Act governing the counting of votes and subject to a judge’s order, shall recount only those voting subdivisions where the count at the recount differed from the count on voting day.
- 11.7 The manual recount shall be a recount of all the original ballots received from the voters in those voting subdivisions.

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

**By-law No. 2018-000**

**Being a by-law to provide for reduced hours of voting in  
Institutions and Retirement Homes on Voting Day  
(Monday, October 22, 2018)**

**Whereas** Section 46 (3) of the Municipal Election Act, 1996, provides that the Council of a municipality may, by by-law, establish reduced opening hours with respect to a voting place described in subsection 45 (7) that is only for the use of residents of the institution or retirement home;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to establish reduced hours of voting for institutions and retirement homes for consideration at the April 3, 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 voting places as listed in Schedule "A" attached hereto and forming part of this by-law, shall have reduced opening hours as detailed in the said schedule on Voting Day, Monday, October 22, 2018.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Reduced hours on Voting Day  
Monday, October 22, 2018**

**in institutions and retirement homes**

<b>Voting Places</b>	<b>Voting Hours</b>
<b><u>Voting Place No. 1</u></b> Northdale Manor 156 Lakeshore Road North New Liskeard, Ontario P0J 1P0	10:00 a.m. to 12:00 p.m.
<b><u>Voting Place No. 2</u></b> Temiskaming Hospital 421 Shepherdson Road New Liskeard, Ontario P0J 1P0	1:00 p.m. to 3:00 p.m.
<b><u>Voting Place No. 3</u></b> Temiskaming Lodge 100 Bruce Street Haileybury, Ontario P0J 1K0	10:00 a.m. to 12:00 p.m.
<b><u>Voting Place No. 4</u></b> Tri Town Extencicare 143 Bruce Street Haileybury, Ontario P0J 1K0	1:00 p.m. to 3:00 p.m.

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**Subject:** Purchase of a Pumper Tanker Truck  
from Fort Garry Fire Trucks

**Report No.:** PPP-002-2018  
**Agenda Date:** April 3, 2018

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### **Attachments**

- Appendix 01:** Budget Details
- Appendix 02:** Draft Purchase Agreement
- Appendix 03:** Fort Garry's Revised Quotation

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-002-2018;
2. That Council approves an overall 2018 Capital Budget envelope of \$428,000 for the purchase of a new Pumper Tanker for Station # 1;
3. That Council agrees to fund the Capital Budget envelope with a debenture through the Ontario Infrastructure & Lands Corporation (OCIL) in the amount of \$422,000 and the reallocation of the Air Cylinder Containment Fill Station for Station # 1, as approved in the 2018 Budget, in the amount of \$6,000; and
4. That Council directs staff to prepare the necessary by-law and agreement with Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck for the Temiskaming Shores Fire Department at an upset amount of \$417,041 plus applicable taxes for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

On January 9, 2018, as part of the 2018 budget process, Council approved the release of a Request for Proposals for the purchase of a new Pumper Tanker Truck for the Temiskaming Shores Fire Department – Station #1. Subsequently on January 10, 2018 the Request for Proposal PPP-RFP-001-2018 was issued for bids from four pre-selected suppliers and also through the City's Website.

### **Analysis**

As part of the City's 2018 Capital Budget discussions, and with considerable interaction from members of the Fire Department's Truck Committee and Manager of Physical Assets, a Request for Proposal (PPP-RFP-001-2018) was issued for the purchase of one (1) Pumper Tanker truck for the Temiskaming Shores Fire Department – Station #1.

On February 22, 2018 the Clerk held the submission opening for the Pumper Tanker and unfortunately all the bid proposals submitted exceeded the estimated budget of \$370,000. At a Special Meeting of Council on March 8, 2018, Council passed

Resolution No. 2018-129 authorizing the Fire Chief to seek out possible cost savings with the two lowest bidders; and provided the overall fleet budget is not exceeded, present for Council's consideration an award recommendation for the supply of the new truck.

After consultation with the fire department's Truck Committee, an Addendum was prepared outlining suggested changes to the general specifications where possible savings could be achieved. Addendum No. 2 was then released to the two lowest bidders as requested by Council with a request to resubmit a quote based on the issued changes. The closing date for submission of revised bids was on March 19<sup>th</sup>, 2018 and the City received bids from both suppliers with the following results:

1. *Carrier Centres*, Brantford, Ontario - \$413,834.15 plus applicable tax.
2. *Fort Garry Fire Trucks*, Winnipeg, Manitoba - \$417,041.00 plus applicable tax.

Based on the fire department's committee recommendations, overall savings achieved from the original bid proposals received were as follows:

1. *Carrier Centres*, Brantford, Ontario - \$17,517
2. *Fort Garry Fire Trucks*, Winnipeg, Manitoba - \$31,316

Subsequently the evaluation committee reviewed and evaluated the revised bids submitted from the two suppliers. As a result, with specific emphasis on ability to meet the expectations outlined in the general specification requirements for the truck established by the Department's Truck Committee, the submission received from Fort Garry Fire Trucks in the amount of \$417,041 plus applicable tax is being recommended.

The selection committee highlighted that the Fort Garry bid included a warranty of 20 years on the body and 10-year paint warranty compared to a 10-year body and 10-year pro-rated paint warranty offered by Carrier Centres.

Comments from the City Manager and the Treasurer have been received and incorporated into this report.

### **Financial / Staffing Implications**

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

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

Financial implications would include all costs associated with the purchase of the Pumper Tanker. The bid being recommended to Council is higher than the estimated cost of the truck presented to Council during the 2018 Budget process in the amount of \$370,000. However as directed by Council, provided the overall fleet capital budget was not exceeded, Council would consider proceeding with the purchase of the truck. The total estimated purchase price including costs for truck inspections and applicable taxes for the purchase is \$428,000 (see Appendix 01).

Council authorized a debenture through the Ontario Infrastructure and Lands Corporation. The original debenture application was based on the initial budget estimate of \$370,000. Further to the Special Council meeting on March 8, 2018, the Treasurer amended the debenture application to \$422,000 based on the lowest bid submission. In order to finance the remaining \$6,000 budget, staff is recommending that the Air Cylinder Containment Fill Station capital project be cancelled in 2018 and deferred for consideration in 2019.

As per Council's direction on March 8, 2018 the revised price of the Pumper/Tanker is still within the overall Fleet Capital Budget. The chart below outlines the budgeted amount for each item as well as the tendered/actual amount. Overall the City will borrow \$79,153 less than was proposed in the 2018 Fleet Capital Budget.

Project	Notes	Budget	Actual
Sweeper	Public Works	350,000	305,272
Sidewalk Machine	Public Works	170,000	159,763
Blower Attachment for Loader	Public Works	130,000	112,440
3/4 Ton Pick Up w Cap	Public Works	40,000	37,678
1/2 Ton Pick Up	Recreation	33,000	27,222
3/4 Ton Pick Up	Building Mntce	40,000	33,705
Water Tanks (2)	Public Works	70,000	52,767
Pumper / Tanker	Station #1	370,000	422,000
<b>Capital Projects Recommended:</b>		<b>\$1,203,000</b>	<b>\$1,150,847</b>

### Alternatives

Alternatively, Council could select the lower bid from Carrier Centres in the amount of \$413,834.15 plus applicable taxes which represents a savings difference of approximately \$3,206.85 on the purchase of the truck. The total estimated purchase price including costs for truck inspections and applicable taxes for the purchase of this truck would be \$423,952.

### 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

**CITY OF TEMISKAMING SHORES  
CAPITAL PROJECT DETAIL - Fort Garry**

<b>PROJECT TITLE:</b>	Pumper/Tanker
<b>DEPARTMENT:</b>	Fire and Emergency Management Services
<b>DIVISION:</b>	Suppression
<b>LOCATION:</b> (if applicable)	Station 1
<b>BUDGET YEAR:</b>	2018
<b>v2 Supplier</b>	<b>Fort Garry (Winnipeg)</b>
<b>TOTAL ESTIMATED COST:</b>	\$428,000
<b>DESCRIPTION:</b>	<p>As part of the fleet replacement plan this truck will replace the 1989 Pumper and the 2001 Fire Department Tanker thereby reducing the overall fleet of the department by 1 vehicle.</p> <p>Estimated vehicle cost: \$417,041          Estimated non-refundable tax: \$ 7,340          Estimated travel, hourarium cost for vehicle inspections: \$ 3,285          Estimated Cost for 2 Truck Logos (Phippen Signs): \$284          Estimated Cost for 1 Antenna Mount for Radio: \$50</p> <p><b>Total estimated purchase price: \$ 428,000</b></p>
<b>PROJECT JUSTIFICATION:</b> (need for project)	<p>Pumper 2 is now 28 years old and has reached it's life span. Increasing maintenance costs, and reliability issues, along with standards set out by Fire Underwriters Survey indicate that pumbers be replaced after 25 years for second line or reserve apparatus.</p>
<b>IMPACT ON OPERATING COSTS:</b>	Should realize lower fuel and maintence costs.
<b>FINANCE USE ONLY:</b>	<b>FUNDING/REVENUE OPPORTUNITIES</b>
Reserves Provincial Funding Federal Funding	

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into a Purchase Agreement with  
Fort Garry Fire Trucks Ltd for the supply and delivery of  
a Pumper Tanker Truck

**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. PPP-002-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck for the Temiskaming Shores Fire Department at an upset amount of \$417,041 plus applicable taxes for consideration at the April 3, 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 Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck at an upset limit of \$417,041 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 3<sup>rd</sup> day of April, 2018.

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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

**Fort Garry Fire Trucks Ltd.**

For the supply and delivery of a Pumper Tanker Truck

**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**Fort Garry Fire Trucks Ltd.**  
(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Pumper Tanker Truck in accordance to the following guiding documents:
  - i. Request for Proposal PPP-RFP-001-2018;
  - ii. Addendum No. 2 to PPP-RFP-001-2018 issued March 12, 2018;
  - iii. Fort Garry Fire Trucks submission in response to PPP-RFP-001-2018, excluding Pricing; and
  - iv. Fort Garry Fire Trucks submission in response to Addendum No. 2 to PPP-RFP-001-2018.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Sweeper Truck in the amount of Four Hundred and Seventeen Thousand, Forty-One Dollars and Zero cents (\$417,041.00) 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:

**Fort Garry Fire Trucks Ltd.**  
53 Bergen Cutoff Road  
Winnipeg, Manitoba  
R3C 2E6

Attn.: Jim Peters

The Owner:

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

Attn.: Tim Uttley

**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 )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Fort Garry Fire Trucks Ltd.**

\_\_\_\_\_  
President – Jim Peters

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



RR#2 53 BERGEN CUTOFF ROAD, WINNIPEG, MANITOBA, R3C 2E6

## Quote Pricing Summary



**Attn: Town of Temiskaming**

February 16 2018, Quote Valid For 90 Days

Selling Price	<u>\$417,041.00</u>
H.S.T.	<u>\$54,215.33</u>
Total Selling Price	<u>\$471,256.33</u>
FOB:	<u>Temiskaming Fire Department</u>

This Pricing is based off the Addendum NO. 2 Issued on March.12 2018

**Discount, Terms & Conditions of Payment:**

**Prepayment Discount**

- Fort Garry offers a \$3000.00 discount for the apparatus if the chassis is paid for at time of delivery to our facility.

**Delivery Date:**

Delivery Date shall be 300-330 days from time of Purchase Order.

**Demonstration on Delivery:**

The sale price includes delivery to the customer's location (FOB) and allows for up to 8 hours of demonstration of the apparatus upon delivery.

**Warranties & Extended Warranty Options:**

Chassis ..... International Standard Warranty  
Plumbing.....10 Year Plumbing Warranty  
Tank..... Manufacturers Lifetime  
Body ..... 20 Year Sub-frame and Corrosion Perforation  
Paint ..... 10 Years PPG Paint Warranty

Apparatus manufacturing location: Winnipeg, Manitoba, Canada.

The unit manufactured will meet or exceed all Department of Transportation, motor vehicle safety standards and the latest edition of NFPA 1901 and ULC latest edition.

All materials in the construction of the apparatus shall be new and of the highest quality.

A representative from Fort Garry Fire Trucks shall provide instructions, operation, and maintenance of the apparatus when the unit is delivered to the customer F.O.B. point.

We at Fort Garry Fire Trucks look forward to supplying your community with high quality fire protection equipment.

Yours Sincerely,

Chris Pilek  
Fort Garry Fire Trucks

# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere, Manager of Physical Assets  
**Date:** April 3, 2018  
**Subject:** Engine Replacement – 624 Loader  
**Attachments:** **Appendix 01** – Estimate Nortrax

---

Mayor and Council:

On Tuesday March 13, 2018 staff were made aware that one of our loaders needed to be sent to Nortrax in Lively (Sudbury) to investigate an engine problem.

On Tuesday March 20, 2018 the Manager of Physical Assets had received a telephone call from Nortrax that the engine needed to be replaced and a quote was requested.

The quote was emailed and the cost associated with this work is \$31,016.42 plus HST. After discussion with the City Manager; staff have issued a Purchase Order to proceed with the repairs as the loader is needed. Costs associated with this work will be charged to our operating account for maintenance and repairs.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
<hr/> Mitch Lafreniere Manager of Physical Assets	<hr/> G. Douglas Walsh Director of Public Works	<hr/> Christopher W. Oslund City Manager

# Memo

**To:** Mayor and Council  
**From:** Steve Burnett, Technical and Environmental Compliance Coordinator  
**Date:** April 3, 2018  
**Subject:** UV System Design – Hail WWTP – Amendment to By-law No. 2018-041 Agt. with RV Anderson  
**Attachments:** **Appendix 01** – Draft Amending Agreement

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Mayor and Council:

On March 20, 2018 Council approved entering into a contractual agreement, through By-law No. 2018-041, with RV Anderson Associates Limited for the design of an Ultra-violet system for the disinfection of the effluent at the Haileybury Wastewater Treatment Plant utilizing the City's standard agreement template.

The Municipal Engineers Association (MEA) has developed a standard client/engineer agreement for professional consulting services to which RV Anderson would prefer to utilize. The MEA standard agreement provides consistent terms and conditions for both clients and consulting engineers. It has become a common practice that municipalities in Ontario utilize this standard when entering into agreements with engineers for consulting services.

Therefore, it is staff's recommendation that By-law No. 2018-041 be amended to replace Schedule "A" with the MEA Agreement which is outlined in **Appendix 01 – Draft Amending Agreement**.

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 amend By-law No. 2018-041 being a by-law to authorize an Agreement with RV Anderson Associates Ltd. for Engineering Services for the design of an Ultra-Violet Treatment System at the Haileybury Wastewater Treatment Plant**

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

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

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

**And whereas** Council considered Administrative Report No. PW-012-2018 at the March 20, 2018 Regular Council and adopted By-law No. 2018-041 being an agreement with RV Anderson for Engineering Services for the design of a UV Treatment System at the Haileybury WWTP at an upset limit of \$58,579.00;

**And whereas** Council considered Memo No. 012-2018-PW at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2018-041 being an agreement with RV RV Anderson for Engineering Services for the design of a UV Treatment System at the Haileybury WWTP for consideration at the April 3, 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. 2018-041 is hereby deleted and replaced with Schedule "A", a copy of which is attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor - Carman Kidd

---

Clerk - David B. Treen

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 23 day of March A. D. 2018**

**-BETWEEN-**

**THE CITY OF TEMISKAMING SHORES**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**R.V. ANDERSON ASSOCIATES LIMITED**

---

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to retain an engineering firm to complete the detailed design and approvals for a UV Treatment System at the Haileybury WWTP, in accordance with our proposal dated, February 27, 2018, and attached as Schedule 'A'.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule "A" (The Services) for the Project under the general direction and control of the Client.

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### **1.3 Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### **1.4 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### **1.5 Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.

#### 1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### 1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

#### 1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For

purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not

more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.



## 2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

## 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be

required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

## 1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## 1.23 **Estimates, Schedules and Staff List**

### 1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services. **Refer to Schedule 'A' attached.**

- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client. **Refer to Schedule 'A' attached.**

#### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

#### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

#### **1.24 Additional Conditions – N/A**

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal. **Attached as Schedule 'A'**.
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.

**3.2 Basis of Payment**

- **In accordance with Schedule 'A' attached and outlined in Section 7.0 – Estimated Fees and Disbursements.**

**3.2.1 Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

**CALCULATION OF FEE**

<b><u>TYPE OF SERVICE</u></b>	<b><u>PERCENTAGE</u></b>
_____	_____
_____	_____
_____	_____

**3.2. 2 Fees Calculated on a Time Basis**

**3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

**3.2.3 Lump Sum Fee - N/A**

**3.2.3.1 Lump Sum Fee Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.

- ~~e) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- ~~d) HST will be added to the Lump Sum Price.~~

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.2.5 Upset Cost Limit -N/A**

- ~~(a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.~~
- ~~(b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.~~
- ~~(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$\_\_\_\_\_ plus applicable taxes made up as follows:
  - ~~(i) \$\_\_\_\_\_ plus applicable taxes for Core Services as described in Schedule A; and,~~
  - ~~(ii) \$\_\_\_\_\_ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.~~~~
- ~~(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.~~
- ~~(e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.~~

**3.3 Payment – In accordance with our Schedule ‘A’ attached.**

**3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer’s invoice.

**3.3.2 Fees Calculated on a Percentage of Cost Basis – N/A**

~~a) Monthly Payment~~

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_\_ percent (\_\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

~~b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.~~

~~c) Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.~~

~~d) On Completion of the Work~~

~~Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

**3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.



**ARTICLE 4 – FORM OF AGREEMENT**

**ENGINEER:** \_\_\_\_\_

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature

Name

Title

**THE CORPORATION OF** \_\_\_\_\_

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature		Signature	
Name		Name	
Title		Title	

**SCHEDULE "A"**

- Proposal for Engineering Services for the Haileybury WWTP UV System Design PW-RFP-006-2018, dated February 27, 2018.

**Subject:** Engineering Services – SNC Lavalin  
Upgrades to PFC

**Report No.:** PW-011-2018  
**Agenda Date:** April 3, 2018

### **Attachments**

**Appendix 01:** SNC-Lavalin Quotation

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-011-2018, particularly Appendix 01 - SNC-Lavalin Quotation; and
2. That Council directs staff to prepare the necessary by-law and agreement with SNC-Lavalin for Project Management and Contract Administration for mechanical upgrades at the Pool Fitness Centre to an upset limit of \$50,000 plus applicable taxes for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

During the 2017 Budget deliberations, Council considered and approved Memo 005-2017-PW to award engineering services to SNC-Lavalin to prepare a set of plans and provide budget costs for the mechanical room upgrades at the Pool Fitness Centre.

As part of the 2018 Budget deliberations, Council considered and approved \$872,500.00 towards the mechanical room upgrades at the Pool Fitness Centre of which some of the funds were allocated for Project Management (PM) and Contract Administration (CA) services associated with the project.

### **Analysis**

The PM and CA components of the mechanical upgrades were not included in the original assignment to SNC-Lavalin as the work would have extended over a two year period and into the 2018 fiscal year. Based on the firms' knowledge and expertise related to the construction phase of this project, and the fact that the design phase was carried out successfully by SNC-Lavalin, it is recommended that it is in the best interest of the City to continue with the same firm that started the project.

### **Financial / Staffing Implications**

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

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

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

### **Alternatives**

1. Award the Project Management and Contract Administration to SNC-Lavalin (Recommended)
2. Release an RFP for Project Management and Contract Administration on the PFC Project.

### **Submission**

Prepared by:

Reviewed 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



## **FEE PROPOSAL ADDITIONAL SERVICE**

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

Mar. 1, 2018

Attention: **Mitch Lafreniere**

Fax: 705 672 3200

Re: **New Liskeard Pool Mechanical Room Upgrades**

New Liskeard, Ontario

### **1. DESCRIPTION OF WORK:**

- .1 Original scope: Replacement of the existing pool pump and filtration system, replacement of the existing boiler plant.
- .2 Added scope: acoustic baffles and panels, painting of pool ceiling, re-routing of services through pool area, new motor control centre.

### **2. SCOPE OF ADDITIONAL SERVICES:**

- .1 Update previously prepared "shovel-ready" drawings with additional architectural, mechanical, and electrical scope: new acoustic baffles and panels, painting of pool ceiling, re-routing of services through pool area, new motor control centre.
- .2 Tender and contract administration.
- .3 Field Review, shop drawing review, and contract administration during construction for architectural, structural, mechanical, electrical and specialty aquatic disciplines.

### **3. FEE:**

- .1 Fees for work performed by SNC-Lavalin will be calculated on an hourly basis, at the following rates:

Director	\$200.00
Senior Design Staff	\$160.00
Intermediate Design Staff/Revit	\$130.00



Junior Design Staff/CADD	\$ 105.00
Field Review	\$160.00
Administrative Staff	\$ 80.00

Rates are subject to escalation at 3% per annum.

- .2 Disbursements for SNC-Lavalin will be invoiced at cost.
- .3 Fee from the aquatic consultant for final review, included but not invoiced under the previous proposal, in the amount of \$1,527.50, will be invoiced at cost.
- .4 Fees and disbursements for architectural and structural sub-consultants will be invoiced at cost, in accordance with the attached fee proposals.
- .5 The above fees will be invoiced up to an upset limit of \$50,000 + HST.

**4. TERMS AND CONDITIONS:**

As per original proposal Terms and Conditions.

**SNC-LAVALIN INC.**  
Infrastructure Engineering



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per: Filippo Biondi, P. Eng.  
Mechanical

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Proposal No. 2017-P0112-01  
Project No. 2017-645879  
H:\Fee Proposals\Filippo Biondi\2017\2017-P0112-01 New Liskeard Pool Mechanical Room Upgrades.docx

— February 13, 2018

File: 218004.1.1

Filippo Biondi  
SNC-Lavalin Inc.  
2140 Regent Street  
Sudbury, ON,  
P3E 5S8

Dear Filippo,

**Re: Architectural Services Fee Proposal  
Pool Equipment & Heating Plant Replacement, Interior Repainting and  
New Acoustic Ceiling Panels  
Temiskaming Shores Pool and Fitness Centre - New Liskeard, Ontario**

We would like to first thank you for inviting our firm to provide services to SNC-Lavalin for the above referenced project. The following is our understanding of the services required and our associated fee proposal.

The Project

The project generally consists of the replacement of the majority of the pool equipment and heating plant equipment.

Associated with this work will be interior re-painting of the pool area and replacement of deteriorated acoustic ceiling panels.

The work will need to be completed during the Owner's annual pool maintenance shutdown period which will be extended from its normal duration to 4 weeks to allow sufficient time to complete the work. The shutdown will occur in August and early September.

Architectural Services

Mitchell Jensen Architects understands that we are being engaged to provide the following services:

Contract Documents Phase

- Prepare Division 00 and 01 “front end” specification Sections for the project.
- Determine technical requirements for re-painting and acoustic panel replacement and prepare associated drawings and specifications.
- Receive final specifications and drawings from all sub-consultants and assemble tender ready contract documents.

Bidding Phase

- Manage the distribution of contract documents during the tendering period including preparation and distribution of addenda. Coordinate this process with the Owner.
- Chair and attend an on-site bidder information session during the tender period.
- Review and report on received tenders.

Construction Phase

Provide overall contract administration including:

- Chair site meetings and issue associated meeting minutes.
- Receive and address all contractor RFI's
- Issue all supplementary instructions, proposed changes and change orders
- Issue all payment certificates

Fee Proposal

We propose to provide these services on an hourly basis and provide the following fee estimates for your information noting that these estimates are not provided as upset limits. We will endeavour to work within our fee estimates and will advise you in advance if we expect that we will exceed our estimated hours.

Contract Documents Phase	\$5,500
Bidding Phase	\$2,500
<u>Construction Administration</u>	<u>\$7,500</u>
Total (estimate)	\$15,500

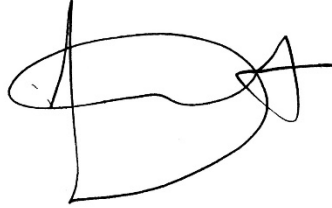
Normally reimbursable disbursements are not included in our fee estimate and will be charged at cost. We do however provide the following estimate of travel costs associated with the project:

Travel Cost Estimate	\$600
(5 trips total – 1 during design, 1 during bidding, 3 during construction)	



Thank you again for this opportunity. We trust this fee proposal meets with your approval but if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a vertical line on the left side.

JOHN WEINHARDT DIPL.ARCH.TECH A.S.C.T  
Principal | Senior Project Manager  
john@mitchelljensen.ca

cc: Madge Mitchell – Mitchell Jensen Architects



February 6, 2018

**SNC-LAVALIN**

2140 Regent St S

Sudbury, Ontario

P3E 5S8

Attn: Filippo Biondi

Dear Filippo,

**Re: TEMISKAMING SHORES POOL MEZZANINE REMEDIATION – TEMISKAMING SHORES, ON**  
**Structural Engineering Services Proposal**

Thank-you for allowing us to submit this proposal for Structural Engineering Services for the above-mentioned project. We are confident that our passion and dedication to teamwork will be a benefit to both your team and the Owner.

A2S Consulting Engineers has extensive experience on construction projects in Northern Ontario. We understand and know how to leverage local construction materials and practices to lower construction costs and help deliver smoother projects.

**1. INTRODUCTION**

The existing mezzanine at the Temiskaming Shore Pool is scheduled to be repaired as recommended in our email of October 2, 2017 and detailed in our preliminary drawing dated October 6, 2017. General review of the structural work is required.

**2. SCOPE OF WORK**

- 2.1 Our services will be performed in accordance with applicable codes and by-laws for the scope of services described.
- 2.2 The scope of our services will be as defined by Professional Engineers Ontario in the current version of the [Structural Engineering Design Services for Buildings Guideline](#) for the role of *Primary Structural Engineer*. The following tasks are anticipated for this undertaking (per the Guideline):
  - 3 - General Review During Construction
- 2.3 The anticipated scope of work is as follows:
  - .1 Review of shop drawings.
  - .2 General review of the structural work during construction.

2.4 The following assumptions augment and/or clarify our scope of work for this project. Please notify us immediately of any conflicts relative to your understanding of the scope of work:

- .1 The design of temporary works will be the responsibility of others.
- .2 Our attendance at regular site meetings will not be required. We will attend meetings that coincide with milestones in the Structural Work.

### 3. CONTRACT CONDITIONS

3.1 Attached is a copy of our Conditions of Assignment for this undertaking.

### 4. FEES AND DISBURSEMENTS

4.1 We propose to work hourly at the rates listed in 4.2 below, to an anticipated maximum of \$2,000 to complete the above-mentioned scope of work.

4.2 Schedule of hourly rates (where applicable):

- |    |                    |           |
|----|--------------------|-----------|
| .1 | Principal Engineer | \$150 /hr |
| .2 | Senior Engineer    | \$130 /hr |
| .3 | Project Engineer   | \$100 /hr |

4.3 Disbursements associated with travel are not included in our fee and will be charged at cost.

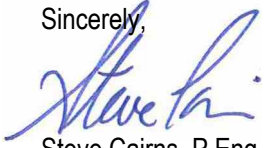
4.4 HST is in addition to the proposed fees.

### 5. AUTHORIZATION

5.1 If the terms and conditions included in this proposal are acceptable, please complete the sign-back box below and return to our office. Alternatively, an email confirming acceptance of this proposal is also acceptable.

Thanks again for considering A2S Consulting Engineers for inclusion on your team. We look forward to working with you! Please do not hesitate to contact us with any questions or comments.

Sincerely,



Steve Cairns, P.Eng.

**A2S Consulting Engineers**

I, the undersigned, hereby authorize A2S Consulting Engineers to proceed as per the scope of work, fees and conditions of assignment included within the attached proposal.

Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Company:

\_\_\_\_\_

Date:

Attachments:      Conditions of Assignment (2 pages)

P18027.snc.pop01//swc

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**Subject:** Engineering Services – Traffic Impact  
Study – Hwy's 65E / 11

**Report No.:** PW-016-2018  
**Agenda Date:** April 3, 2018

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### **Attachments**

- Appendix 01:** Memo 004-2018-PW  
**Appendix 02:** Record of Submissions  
**Appendix 03:** Evaluation of Submissions  
**Appendix 04:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-016-2018;
2. That Council approves the sum of \$25,000 to be drawn from the Economic Development Reserve Fund and included in the 2018 Budget for the purpose of completing a Traffic Impact Study as outlined in Request for Proposal PW-RFP-005-2018 and a contingency for work that may be required in conjunction with the project;
3. That as outlined in By-law No. 2017-015, Purchasing Policies and Procedures, Section 3.5 Approval Authority, Council approves the award of the contract to Paradigm Transportation Solutions Limited to proceed with the completion of the Traffic Impact Study as detailed in Request for Proposal PW-RFP-005-2018 for a total upset limit of \$19,250.00 plus applicable taxes; and
4. That Council directs staff to prepare the necessary by-law and agreement for the said contract for consideration at the April 3, 2018 Regular Council meeting.

### **Background**

As a result of a meeting held on January 3, 2018 between members of the Public Works Committee and representatives from the Ministry of Transportation (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 would be required.

Public Works staff developed a Request for Proposals (RFP) which was presented to both the Public Works and Corporate Services Committees on Thursday January 18<sup>th</sup>, 2018 and received endorsement (as shown in **Appendix 01 – Memo 004-2018-PW**) to present the document at the Regular Council Meeting held on February 6<sup>th</sup>.

Although funding for the Traffic Impact Study had not been included in the 2018 Budget, approved in principle by Council, it was suggested that sufficient funding would be available, with Council's approval, from the Economic Development Reserve Fund.

Following Council's endorsement of the RFP, the Public Works Department released the document on February 8<sup>th</sup>, 2018 with a closing date of March 13<sup>th</sup>, 2018. The RFP was circulated to six (6) Consultants that had responded to a similar request in North Eastern Ontario and was also advertised on a Website known as *Bidingo*.

### **Analysis**

Six (6) submissions were received in response to PW-RFP-005-2018. The proposals were reviewed and evaluated in accordance to the evaluation criteria set out in PW-RFP-005-2018. **Appendix 03 – Evaluation of Submissions** presents the details of the evaluation of the proposal and is summarized as follows:

Consultant	Evaluation Score				Total Score	Up-set Limit Price – Excluding Taxes
	Proponent Qualifications (30%)	Technical Content / Approach (40%)	Quality of Proposal (10%)	Fee Schedule (20%)		
Trans Plan Toronto)	290	310	62	157.2	819.20 (5)	\$24,485.00
Paradigm (Toronto)	300	370	100	200	970.00 (1)	\$19,250.00
AECOM (Ottawa)	300	390	100	97.6	887.60 (3)	\$39,410.00
BTE (Ottawa)	300	280	74	158.2	812.20 (6)	\$24,340.00
JL Richards (N. Bay)	300	370	92	61.4	823.40 (4)	\$62,592.50
EXP Services (N.L.)	280	400	100	162	942.00 (2)	\$23,748.00

Fees Exclude Applicable Taxes

All six proposals received address the needs of the City, however, some of the submissions included assumptions that the City would or could provide information or resources that are not readily available without additional costs. Four of the six submissions received were less than \$25,000 including non-refundable taxes.

### **Relevant Policy / Legislation / City By-Law**

- Resolution No. 2018-054
- By-Law No. 2017-015, Procurement Policy
- MTO – Guidelines for the Preparation of Traffic Impact Studies (Sept. 2014)

### **Asset Management Plan Reference**

Expansion Activities – Road Network – Sect. 6.7.1.4

**Consultation / Communication**

- Consultation with MTO – January 3, 2018
- Discussion with Public Works & Corporate Services Committee's – January 18<sup>th</sup>, 2018
- Memo 004-2018-PW submitted to Council on February 6, 2018.
- Distribution of RFP PW-RFP-005-2018 on Feb.8<sup>th</sup>, 2018.
- Receipt of Submissions – March 13<sup>th</sup>, 2018.
- Admin Report PW-016-2018 submitted to Council on April 3<sup>rd</sup>, 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

The project was discussed and approved by Council following and outside of the 2018 budget process. Through those deliberations it was recommended that the required funds be drawn from the Economic Development Reserve Fund.

Based on the submission from Paradigm Transportation Solutions Limited it is recommended that \$25,000 be allocated to complete the work identified in PW-RFP-005-2018.

Staffing requirements will be limited to meetings identified in the successful proponent's submission as well as the detailed review of the deliverables.

**Alternatives**

No alternatives were considered following the direction provided by Council.

**Submission**

Prepared by:

Reviewed and submitted for  
 Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
 G. Douglas Walsh, CET  
 Director of Public Works

\_\_\_\_\_  
 Christopher W. Oslund  
 City Manager



Public Works  
004-2018-PW

## Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director - Public Works  
**Date:** February 6, 2018  
**Subject:** Traffic Impact Study – Highway 65 & 11  
**Attachments:** Draft Copy – Request for Proposal – PW-RFP-005-2018 – Engineering Services

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Mayor and Council:

On January 3<sup>rd</sup>, 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 18<sup>th</sup>, 2018 for information purposes and to seek endorsement to present the document at the Regular Council Meeting to be held on February 6<sup>th</sup>. 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 13<sup>th</sup> and report back to Council on March 20<sup>th</sup> 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"

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

"Original signed by"

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



Document Title: **PW-RFP-005-2018 Eng. Services – Traffic Impact Study**

Closing Date: **Tuesday March 13, 2018**

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

Department: **Public Works**

Opening Time: 2:20 pm

Submission Pricing

Bidder: TRANS-PLAN

Total Project Price:	24,485.00
+ HST:	
Total:	

+ RETAINER FEE -

Bidder: J.L. RICHARDS

Total Project Price:	62,592.50
+ HST:	
Total:	

Bidder: PARADIGM

Total Project Price:	19,520.00
+ HST:	
Total:	

Bidder: EXP

Total Project Price:	23,748.00
HST:	3,087.24
Total:	26,835.24

Bidder: AECOM

Total Project Price:	36,460.00
+ HST:	
Total:	3

+ DISBURSEMENTS 2,950.00

Bidder:

Total Project Price:	
HST:	
Total:	

Bidder: BT ENGINEERING

Total Project Price:	24,340.00
+ HST:	
Total:	

Bidder:

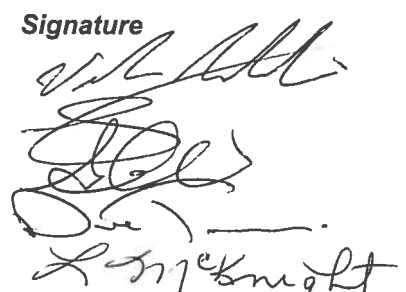



Total Project Price:	
HST:	
Total:	

**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**  
NOVAN DOMBROSKE  
Mitch Lafreniere  
Dora Wainwright  
DAVE TRESSON  
L. MCKNIGHT

**Representing**  
EXP  
City of T. Shores  
C of TS  
CITY  
C of TS

**Signature**  
  
  
  


CATEGORY	Score between 0 - 10						Criteria
	Trans Plan	Paradigm	AECOM	BT Engineering	JL Richards	Exp.	Weight
<b>Stage One -- Proposal Merits (80%)</b>							
<b>PROPONENT QUALIFICATIONS (30%)</b>							
Ministry of Transportation Registry, Appraisal and Qualification System (RAQS)	10.00	10.00	10.00	10.00	10.00	10.00	10
Relevant Experience & Qualifications of Designated Staff	10.00	10.00	10.00	10.00	10.00	9.00	10
References / Relative Completed Projects	9.00	10.00	10.00	10.00	10.00	9.00	10
<b>TECHNICAL CONTENT (40%)</b>							
Understanding of proposed project	10.00	10.00	9.00	10.000	10.00	10.00	10
Study Approach Details	9.00	9.00	10.00	7.000	10.00	10.00	10
Work plan / Schedule, Expectations by the City of the Consultant	7.00	8.00	10.00	6.000	10.00	10.00	10
Expectations by the Consultant of the City	5.00	10.00	10.00	5.000	7.00	10.00	10
<b>QUALITY OF PROPOSAL (10%)</b>							
Project Management	8.00	10.00	10.00	10.00	10.00	10.00	4
Assumptions / Additional Charges	5.00	10.00	10.00	5.00	8.00	10.00	4
Quality Control	5.00	10.00	10.00	7.00	10.00	10.00	2
<b>Stage Two - Financial (20%)</b>							
Fee Schedule / Upset Limit Cost	7.86	10.00	4.88	7.91	3.07	8.10	20
Estimated Project Cost (Less HST)	\$24,485.00	\$19,250.00	\$39,410.00	\$24,340.00	\$62,592.50	\$ 23,748.00	
<b>Weighted Summary (Totals):</b>	<b>819.20</b>	<b>970.00</b>	<b>887.60</b>	<b>812.20</b>	<b>823.40</b>	<b>942.00</b>	<b>100</b>

**Subject:** Tender Award – NL Library Feasibility Study

**Report No.:** PW-020-2018  
**Agenda Date:** April 3, 2018

**Attachments**

**Appendix 01:** RFP Results

**Appendix 02:** Draft Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-020-2018; and
2. That Council directs staff to prepare the necessary by-law and agreement with Mitchell Jensen Architects for the preparation of a Feasibility Study for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900 plus applicable taxes for consideration at the April 3, 2018 Regular Council meeting.

**Background**

In January of 2014, the City received a Library Building Condition Survey from Mitchell Architects, and within this report, there was multiple recommendations including stabilization of the building, accessibility upgrades and lack of space requirements for a library.

Since then, we have had multiple discussions with the Library board about the above-mentioned report and how to proceed with some of the recommendations. As part of the 2018 budget deliberations, council approved the request for city staff to hire an architectural firm to look at costs associated with relocating the New Liskeard Library to the former New Liskeard Medical Centre located at 285 Whitewood Avenue.

**Analysis**

Four (4) submissions were received in response to the Request for Proposals prior to the closing date of March 20<sup>th</sup>, 2018 at 2:00 p.m. The RFP was for the feasibility study and planning study for the New Liskeard Library Relocation.

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.

<b>Vendor</b>	<b>Price</b>	<b>HST *</b>	<b>Total</b>
Architecture 49	\$25,025.00	\$440.00	\$25,465.44
JL Richards	\$29,890.00	\$526.06	\$30,416.06

360 Architecture	\$24,150.00	\$425.04	\$24,575.04
Mitchell Jensen	\$17,900.00	\$315.04	\$18,215.04

\* Non-Refundable HST

**Relevant Policy / Legislation/City By-Law**

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2018 Capital Budget

**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 \$25,000.00

Total Proposed Cost to be approved by Resolution / By-law \$18,215.04

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Mitch Lafreniere  
Manager of Physical Assets

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

Document Title: **PW-RFP-008-2018 Feasibility Study – Library Relocation**

Closing Date: **Tuesday March 20, 2018** Closing Time: **2:00 p.m.**

Department: **Public Works (Building Services)** Opening Time: 2:00 pm.

Submission Pricing

Bidder: ARCHITECTURE 49

Fixed Fee:	25,025.00
HST:	3,253.25
Total:	28,278.25

Bidder:

Fixed Fee:	
HST:	
Total:	

Bidder: J.L. RICHARDS

Fixed Fee:	29,890.00
HST:	3,885.70
Total:	33,775.70

Bidder:

Fixed Fee:	
HST:	
Total:	

Bidder: 360 ARCHITECTURE

Fixed Fee:	24,150.00
HST:	3,139.15
Total:	27,289.15

Bidder:

Fixed Fee:	
HST:	
Total:	

Bidder: MITCHELL JENSEN

Fixed Fee:	17,900.00
HST:	2,327.00
Total:	20,227.00

Bidder:


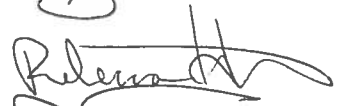

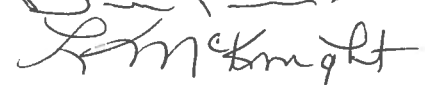
Fixed Fee:	
HST:	
Total:	

**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  
 Rebecca Hunt  
 Dave Treer  
 Linda McKnight

**Representing**  
 City of T. Shores  
 Temiskaming Shores  
 Library  
 T-Shores  
 C of TS

**Signature**  
  
  
  


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

**By-law No. 2018-000**

**Being a by-law to authorize an Agreement with Mitchell  
Jensen Architects Inc. for the preparation of a Feasibility  
& Planning Study and Schematic Design for the New  
Liskeard Branch Library**

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

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

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

**And whereas** Council considered Administrative Report No. PW-020-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility Study for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900.00 plus applicable taxes for consideration at the April 3, 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 an Agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility Study for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 3<sup>rd</sup> day of April, 2018.

---

Mayor - Carman Kidd

---

Clerk - David B. Treen



Schedule "A" to

**By-law 2018-000**

Agreement between

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

and

**Mitchell Jensen Architects Inc.**

for the preparation of a Feasibility & Planning Study  
and Schematic Design (NL Library)



**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**Mitchell Jensen Architects Inc.**  
(hereinafter called “the Consultant”)

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
  - i. Request for Proposal PW-RFP-008-2018; and
  - ii. Mitchel Jensen Architects Inc. submission in response to PW-RFP-008-2018, attached hereto as Appendix 01.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director of Public Works, all the work by **August 31<sup>st</sup>, 2018.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Seventeen Thousand, Nine Hundred Dollars and Zero Cents (\$17,900.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed

to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

**Mitchel Jensen Architects Inc.**  
124a Main St. East  
North Bay, Ontario  
P1B 1A8

Attn.: Nathan Jensen

The Owner:

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

Attn.: Mitch Lafreniere

**Remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Consultant’s Seal )

**Mitchel Jensen Architects Inc.**

\_\_\_\_\_  
Principal – Nathan Jensen

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2018-000**

Form of Agreement

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

**By-Law No. 2018-040**

**Being a by-law to adopt a Video Surveillance Policy  
for the City of Temiskaming Shores**

**Whereas** under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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 CS-006-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Video Surveillance Policy for the City of Temiskaming Shores for consideration at the April 3, 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 **Video Surveillance Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule “A” to  
**By-law No. 2018-040**  
**Video Surveillance Policy**

**Policy Statement:**

The City of Temiskaming Shores recognizes the delicate balance between an individual's right to be free from invasion of privacy and the need to protect the safety and security of its employees, the public and property.

In respecting this balance, the City is committed to ensuring and enhancing the safety and security of the public, its employees and property by integrating security best practices with the responsible use of technology.

The City of Temiskaming Shores ensures the personal information of persons captured on video surveillance is maintained as private, confidential and secure, except as legally exempted or in situations outlined by this policy.

**Purpose:**

The objectives of video surveillance systems are to enhance the safety and security of employees, the public and city assets, to deter unauthorized activities on or involving City property and reduce risk and liability exposures.

**Scope:**

This policy applies to all City of Temiskaming Shores employees, including full-time, part-time, temporary, contract, internship, volunteer and co-op placement employees.

Any contractors and service providers are afforded the same rights and expectations as employees in this policy, while performing authorized activities for the City.

This policy applies to all video surveillance systems located in all City properties and facilities.

This policy does not apply to covert surveillance used as an investigation tool for law enforcement purposes or in contemplation of litigation.

**Definitions:**

**City** means the Corporation of the City of Temiskaming Shores.

**Clerk** means the Municipal Clerk for the Corporation of the City of Temiskaming Shores.

**Consistent purpose** means personal information collected by the City of Temiskaming Shores is used for the purpose for which it was collected or similar consistent purposes when carrying out City business. The individual to whom the information relates might reasonably expect the use/disclosure of their personal information for those consistent purposes.

**Control (of a record)** means the power or authority to make a decision about the use or disclosure of a record.

**Custody (of a record)** means the keeping, care, watch, preservation or security of a record for a legitimate business purpose. While physical possession of a record may not always constitute custody, it is the best evidence of custody.

**Destruction** is the physical or electronic disposal of records or data by means of shredding, recycling, deletion or overwriting. This also includes the destruction of records or data residing on computers and electronic devices supplied or paid for by the Corporation.

**Digital video recording equipment** means any type of video recording and reception equipment used as part of the video surveillance system.

**Freedom of information process** means a formal request for access to records made under the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

**Head** refers to the Municipal Clerk.

**Information and Privacy Commissioner** means the Information and Privacy Commissioner of Ontario (commonly referred to as the IPC). The IPC hears appeals of decisions made by Heads of institutions, issues binding orders, conducts privacy investigations, and has certain powers relating to the protection of personal privacy as set out in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

**Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)** means legislation that governs access to and the privacy of municipal records.

**Personal information** means recorded information about an identifiable individual including:

- a) Information relating to the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, or marital or family status of the individual;
- b) Information relating to the education or the medical, psychiatric, psychological, criminal or employment history of the individual or information relating to the financial transactions in which the individual has been involved;
- c) Any identifying number, symbol, or other particular assigned to the individual;
- d) The address, telephone number, fingerprints or blood type of the individual;
- e) The personal opinions or views of the individual except if they relate to another individual;



- f) Correspondence sent to an institution by the individual that is implicitly or explicitly of a private or confidential nature, and replies to that correspondence that would reveal the contents of the original correspondence;
- g) The views or opinions of another individual about the individual, and
- h) The individual's name if it appears with other personal information relating to the individual or where the disclosure of the name would reveal other personal information about the individual.

**Privacy breach** means an incident involving unauthorized disclosure of personal information, including it being stolen, lost or accessed by unauthorized persons.

**Record** means any unit of information however recorded, whether in printed form, on film, by electronic means, or otherwise, and includes correspondence, memoranda, plans, maps, drawings, graphic works, photographs, film, microfilm, sound recordings, videotapes, machine readable records, an e-mail and any other documentary material regardless of physical form or characteristics, made or received in the course of the conduct of City business.

**Retention period** is the period of time during which a specific records series must be kept before records in that records series may be disposed of.

**Service provider** means a video service provider, consultant or other contractor engaged by the City in respect of the video surveillance system.

**Video surveillance system** means a video, physical or other mechanical, electronic, digital or wireless surveillance system or device that enables continuous or periodic video and audio recording, observing or monitoring of individuals in public spaces or within City operated facilities.

### **Policy:**

The City of Temiskaming Shores is responsible for the video surveillance systems and maintaining custody and control of video records at all times.

The collection of personal information through video surveillance is authorized under section 28(2) of the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA).

### Providing notice

Signs are posted at all public access points to and within areas under video surveillance.

All attempts are made to ensure proper signage is posted at all facilities using a video surveillance system.

### Camera placement

Where possible, all cameras that are adjustable or moveable are restricted to prohibit the viewing of locations not intended to be monitored. Cameras are prevented from looking through a window of an adjacent building or areas where a higher level of privacy is expected, such as within a washroom or change room.

Only the City Manager, Manager of Physical Assets, IT Administrator in coordination with the Director of Corporate Services or delegated employees, may install, change or authorize a service provider or employee to install or change a camera's permanent setting.

### Use of video recordings

The information collected through video surveillance is used only for the purposes of:

- Enhancing the safety and security of employees, the public and city assets;
- Preventing unauthorized activities upon or involving City property;
- Assisting in investigating unlawful activity;
- Assessing the effectiveness of safety and security measures;
- Investigating an incident involving the safety or security of people, facilities or assets;
- Providing evidence as required to protect the City's legal rights;
- Investigating an incident or allegation of serious employee misconduct;
- Managing corporate risk;
- Investigating an incident involving a potential or active insurable claim; or
- A consistent purpose.

Any time an incident report is completed, applicable video may be retained as needed.

When a City employee is involved in an incident for which a video recording is being retained, that video recording must be reviewed by the Director of Corporate Services and the employee's supervisor.

### Requests for disclosure

The City of Temiskaming Shores does not disclose a video record to any individual or organization except as permitted through MFIPPA.

- a) Public requests for disclosure - Any person may make a written request for access to video records created through a video surveillance system

through the freedom of information process. Access may depend on whether there is an unjustified invasion of another individual's privacy and whether any exempt information can be reasonably severed from the record.

- b) Internal requests for disclosure – City employees may request a copy of a video recording if it is necessary for the performance of their duties **in the discharge of the institution's functions.**
- c) Law enforcement requests - The City may disclose a copy of a video recording to a law enforcement agency where there are reasonable grounds to believe that an unlawful activity has occurred and been captured by the video surveillance system in accordance with section 32.(g) of MFIPPA.

If video containing personal information is improperly disclosed or is suspected to have been disclosed to an unauthorized person, the employee who is aware of the disclosure must immediately inform the Clerk, as well as, the City Manager.

#### Live viewing

Live viewing is restricted to time periods when there is a demonstrably higher likelihood of safety and security concerns involving employees, the public or City assets, or the commission of unauthorized activity in the area under surveillance. Live feed monitors are turned off when not in use.

#### Retention and destruction

Video that has not been requested by the public, City employees or law enforcement agencies within the maximum retention period is considered transitory and is automatically erased by being overwritten in accordance with the records retention by-law.

Certain City facilities use digital video recording equipment to store information until the storage capacity of the hard drive/video tape has been reached at which time the image is overwritten. All new installed or upgraded digital video recording equipment in City facilities are programmed with a maximum retention period of fourteen (14) calendar days after which time it is overwritten.

If video is proactively retained in anticipation of a request, video may be stored for up thirty (30) calendar days. If no request is received within the thirty (30) days then it is manually deleted.

Digital recording equipment may only be destroyed when replaced by a new piece of equipment or when it is not repairable. It may only be destroyed by an authorized service person and it is destroyed in a manner that ensures that it can no longer be used by any person and that the information recorded cannot be reconstructed or retrieved by any person.

## **Responsibility**

The **City Manager** will:

- Provide oversight and ensure compliance with this policy by all City employees.

The **Director of Corporate Services** will:

- Administer and communicate this policy broadly to all employees;
- Ensure a public notice for video surveillance is placed at all City sites that have a video surveillance system.
- Ensure that employees are monitoring compliance with the retention periods applicable to the video surveillance systems.

The **City Clerk** will:

- Respond to requests for disclosure under the freedom of information or applicable routine disclosure procedures;
- Respond to requests from the public and employees about the collection, use, and disclosure of personal information captured by a video surveillance system;
- Respond to appeals and privacy complaints received through the Office of the Information and Privacy Commissioner of Ontario (IPC);
- Work with department manager(s) and employee(s) in the event of an improper disclosure of personal information;
- Notify the IPC in the event of a privacy breach, where appropriate;
- Conduct internal audits of the system, as required, to ensure compliance with this policy and MFIPPA.

The **Information Technology Administrator** will:

- Be responsible for the maintenance and operation of the video surveillance system.

**Managers and Supervisors** will:

- Ensure the appropriate use of the video surveillance system at their facility(ies) in compliance with this policy;
- Delegate and assign responsibility regarding who will act on their behalf in following procedures relating to this policy in their absence;
- Provide job-specific training;
- Refer any requests for copies of surveillance video to the City Clerk;

- Investigate and report any privacy breaches to the City Clerk;

**Employees will:**

- Report to their manager or supervisor any suspected privacy breach;
- Report to their supervisor any problems with the video surveillance system;
- Review and comply with this policy and MFIPPA in performing their duties and functions related to the operation of the video surveillance system.

Employees may be subject to criminal charges, civil liability and/or discipline, including but not limited to termination, for a breach of this policy, or provisions of MFIPPA or other relevant statutes.

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

**By-law No. 2018-049**

**Being a by-law to amend By-law No. 2017-026 being a by-law to enter into an agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development and Growth – Small Business Enterprise – Starter Company Plus Program**

**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. 2017-026 being a by-law to enter into an agreement with the Minister of Economic Development and Growth for the Small Business Enterprise Centre – Starter Company Plus;

**And whereas** Council considered Administrative Report CGP-007-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2017-026 for consideration at the April 3, 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 Schedule "A" to By-law No. 2017-026, as amended be further amended by an Amending Agreement which is attached hereto as Schedule A and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**THIS AMENDING AGREEMENT** effective as of April 1, 2018

**B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister of Economic Development and  
Growth**

(the “Province”)

**- AND -**

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

(“Temiskaming Shores”)

**- AND -**

**SOUTH TEMISKAMING COMMUNITY FUTURES  
DEVELOPMENT CORPORATION/SOCIETE D’AIDE AU  
DEVELOPPEMENT DES COLLECTIVITES DU TEMISKAMING  
SUD**

(“STCFDC”)

(**Temiskaming Shores** and **STCFDC** together hereinafter referred  
to as the “**Recipient**”)

**WHEREAS** the Province and Temiskaming Shores entered into an agreement dated January 1, 2017 (the “**Agreement**”) wherein the Province agreed to provide financial assistance in the form of a transfer payment to Temiskaming Shores to carry out the Starter Company Plus Program;

**AND WHEREAS** by letter dated March 2, 2018, Temiskaming Shores requested that the Province agree to add STCFDC as a Recipient to the Agreement, and by letter dated January 29, 2018, STCFDC provided the same request to the Province to be added as a Recipient to the Agreement;

**AND WHEREAS** Temiskaming Shores and STCFDC wish to collectively carry out the Program and each agrees that the obligations of the Recipient under the Agreement shall be joint and several;

**AND WHEREAS** the Province agrees to permit STCFDC to be added with Temiskaming Shores as the Recipient, subject to the terms and conditions of the Agreement including this amending agreement;

**AND WHEREAS** in accordance with section 31.2, the Parties wish to amend the Agreement in the manner set forth in this amending agreement;

**NOW THEREFORE** in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Capitalized terms used but not defined in this amending agreement have the meanings ascribed to them in the Agreement.
2. The Agreement is hereby amended by adding a second entity as Recipient, which Recipient shall be comprised of Temiskaming Shores and STCFDC collectively, and in accordance with and subject to Article 26, each of Temiskaming Shores and STCFDC agrees to be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement, and all references to the "Recipient" in the Agreement shall refer to all such entities, as the context requires.
3. Section 18.1 of the Agreement is hereby deleted and replaced with the following:

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, or personal delivery, and shall be addressed to the Province and both entities set out as Recipient as provided for below, or as Ontario or the Recipient may later designate to the other in writing:

**To the Province:**

Ministry of Economic  
Development and Growth  
Commercialization and  
Scale-Up Networks Branch  
56 Wellesley Street West,  
5<sup>th</sup> Floor  
Toronto, Ontario, M7A 2E7

**Attention: Jennifer Block**  
Title: Director,  
Commercialization and Scale  
Up Networks Branch  
Tel.: 416-326-5827  
Email:  
Jennifer.Block@ontario.ca

**To the Recipient:**

The Corporation Of The City Of  
Temiskaming Shores  
325 Farr Drive  
Halieybury, ON P0J 1K0

**Attention: Christopher Oslund**  
Title: City Manager  
Tel.: 705-672-3363  
Email :  
coslund@temiskamingshores.ca

**-And-**

South Temiskaming Community  
Futures Development Corporation  
467 Ferguson Avenue  
Haileybury, ON P0J 1K0

**Attention: John Bernstein**  
Title: Executive Director  
Tel.: 705-672-3021  
Email:john@southtemiskaming.com



4. Article 26 is hereby amended by adding section 26.2 as follows:  
  
26.2 **Joint and Several Obligations.** Without limiting section 26.1, each of Temiskaming Shores and the STCFDC agrees that all representations, warranties, and covenants, and any other obligations under the Agreement, including but not limited to the use of Funds, carrying out the Program and reporting obligations, shall be joint and several.
5. This amending agreement shall be effective as of the first date written above.
6. Except for the amendments provided for in this amending agreement, all other terms and conditions of the Agreement remain unaltered and in full force and effect, and time continues to be of the essence.
7. This amending agreement may be executed in one or more counterparts and by facsimile or e-mail signatures (PDF or other image format), 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 instrument.
8. This amending agreement and the Agreement constitute the entire agreement between the Parties.

*[remainder of page intentionally left blank]*

**IN WITNESS WHEREOF** the Parties have executed this amending agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Economic Development and Growth**

\_\_\_\_\_  
Jennifer Block  
Director, Commercialization  
and Scale Up Networks Branch  
Date \_\_\_\_\_  
Authorized Signing Officer

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

By: \_\_\_\_\_  
Name: Carman Kidd  
Title: Mayor  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: David Treen  
Title: Municipal Clerk  
Date \_\_\_\_\_

We have authority to bind the Recipient.

**SOUTH TEMISKAMING COMMUNITY FUTURES DEVELOPMENT CORPORATION/SOCIETE D'AIDE AU DEVELOPPEMENT DES COLLECTIVITES DU TEMISKAMING SUD**

By: \_\_\_\_\_  
Name: John Bernstein  
Title: Executive Director  
Date \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dan Cleroux  
Title: Board Chair  
Date \_\_\_\_\_

We have authority to bind the Recipient.

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

**By-law No. 2018-051**

**Being a by-law to authorize the entering into a Lease Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre**

**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 CS-009-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one (1) year lease agreement with the Haileybury Family Health Team for the use of office space at the Haileybury Medical Centre based on a rental increase of 1.7% for 2018 (\$21.63/ft<sup>2</sup>) in accordance with the Consumer Price Index for consideration at the April 3, 2018 Regular Council meeting;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into an Agreement with the Haileybury Family Health Team for the rental of space at the Haileybury Medical Centre;

**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 Haileybury Family Health Team for the rental of space (**Room 235**) at the Haileybury Medical Centre for use by a **Social Worker and Dietician**, a copy of which is attached hereto as **Schedule "A"** and forming part of this by-law;
2. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Rooms 232/234**) at the Haileybury Medical Centre for use by a **Nurse Practitioner**, a copy of which is attached hereto as **Schedule "B"** and forming part of this by-law;
3. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 221**) at the Haileybury Medical Centre for use by a **Registered Nurse**, a copy of which is attached hereto as **Schedule "C"** and forming part of this by-law;
4. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space (**Room 250**) at the Haileybury Medical Centre for use by a **Social Worker**, a copy of which is attached hereto as **Schedule "D"** and forming part of this by-law;

5. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 236)** at the Haileybury Medical Centre for use by an **Executive Leader**, a copy of which is attached hereto as **Schedule “E”** and forming part of this by-law;
6. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “F”** and forming part of this by-law;
7. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 240)** at the Haileybury Medical Centre for use by a **Clerical Worker**, a copy of which is attached hereto as **Schedule “G”** and forming part of this by-law;
8. That the Mayor and Clerk be authorized to enter into an Agreement with the Haileybury Family Health Team for the rental of space **(Room 239)** at the Haileybury Medical Centre for general use by the Haileybury Family Health Team, a copy of which is attached hereto as **Schedule “H”** and forming part of this by-law;
9. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

**Schedule "A" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Social Worker and Dietician

(ROOM 235)

---

**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**for the Administrative Assistant**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in Appendix 01 attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule “B” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Nurse Practitioner  
(ROOM 232/234)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0



**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **400 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

TOGETHER with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$721.00** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "C" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the

Registered Nurse  
(ROOM 221)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Registered Nurse**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Tenant**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "D" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Social Worker  
(ROOM 250)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Social Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April 1 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_



**Schedule “E” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Executive Leader  
(ROOM 236)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Executive Leader**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

### **1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

### **Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

### **2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

### **3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

**Schedule "F" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Clerical Worker  
(ROOM 240)

---

**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Nurse Practitioner**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule "G" to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

for the  
Clerical Worker  
(ROOM 240)

---

**LEASE**

---

Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **236 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$425.39** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.



**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

**Schedule “H” to By-law No. 2018-051**

Dated this 3<sup>rd</sup> day of April, 2018

Lease Agreement

- between -

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

- and -

**The Haileybury Family Health Team**

General Use for the  
Haileybury Family Health Team  
(ROOM 239)

---

**LEASE**

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Administered by:  
The Corporation of the City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
P0J 1K0

**This Lease** made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**The Haileybury Family Health Team**  
**For the Clerical Worker**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the upper level in the Landlord's Building containing a rentable area of **91 ft<sup>2</sup>** located at 95 Meridian Avenue, Haileybury, Ontario being hereinafter called the "premises".

**Ingress and Egress**

**Together** with the right of ingress and egress for the Tenant's employees, servants and agents, customers, patients and invitees, and the use of elevators, entrances, lobbies, hallways, stairways, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

**2. Term**

**To hold** the premises for a term commencing on the **1<sup>st</sup> day of April, 2018** and ending on the **31<sup>st</sup> day of March, 2019**.

**3. Rent**

**And paying** therefore, to the Landlord, subject to the provisions of this Lease, the sum of **\$164.03** per month plus HST. Rent is payable to the City of Temiskaming Shores and due on the first day following the last day of each quarter during the term hereof.

**And** the parties hereto covenant and agree to the General Covenants as detailed in **Appendix 01** attached hereto and forming part of this agreement.

**In witness whereof** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

**Signed, sealed, and delivered**, in the presence of;

**City of Temiskaming Shores – Landlord**

Party of the First Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk – David B. Treen

**The Haileybury Family Health Team – Tenant**

Party of the Second Part

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deborah Kersley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_

## **Appendix 01 General Covenants**

### **1. Tenant's Covenants**

The Tenant covenants with the Landlord:

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

or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servants, employee or licensee of the Tenant;

- h) **Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00p.m. and 11:00p.m. during the last month of the term;
- i) **Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Landlord that certain medical equipment is to be installed, including wall mounted byfercator, otoscope and blood pressure apparatus to be placed at convenient places as designated by the Tenant;
- j) **Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;
- k) **Termination by Tenant** – Notwithstanding any unexpired term of this agreement, in the event that the Tenant is not otherwise in default of the terms of this lease, he shall be entitled to terminate this lease upon giving 60 days written notice to the Landlord and upon payment to the Landlord of a penalty equal to three months rental and they must have the property vacated by the final day of their 60 days notice.
- l) **Monthly tenancy** – If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Lands and Building and accepts rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.
- m) **Insurance** - The tenant shall maintain adequate insurance coverage on its equipment, supplies, inventory and the Tenant's fixtures and all other property belonging to it. The Tenant agrees to not carry on or permit to be carried on any business in the Building which may make void or voidable any insurance held by the Landlord or other occupants of the Building.

The tenant will keep in force a full policy of public liability insurance with respect to the business operated by the Tenant in the Leased Premises. The policy shall name the Landlord and Tenant as insured and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord 10 days written notice. A certificate of such insurance shall be delivered to the Landlord prior to the commencement of the term and, so far as renewals are concerned, thirty days prior to the expiry of any such policy.

## 2. Landlord's covenants

The Landlord covenants with the Tenant;

- a) **Quiet enjoyment** - for the quiet enjoyment;
- b) **Taxes** – to pay all taxes and rates levied against the premises or to the Landlord on account thereof;
- c) **Access** - to permit the Tenant, its employees, and all persons lawfully requiring communication with them to have the use at all reasonable times in common with other of the main entrance and the stairways and corridors of the building leading to the premises;
- d) **Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- e) **Electricity and water** - to pay for the electricity and water supplied to the premises;
- f) **Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting is done daily five days of the week;
- g) **Heat** - to heat the premises;
- h) **Plug-ins** - to provide outside plug-in service for not less than 18 cars in the staff parking area adjacent the premises;
- i) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;
- j) **Notice** – the Landlord can terminate the lease upon giving 60 days written notice in accordance with the provisions stated in the Tenant Protection Act; and

- k) **Insurance** - The Landlord shall maintain adequate fire and other perils insurance coverage on the Leased premises and its fixtures for the full value thereof and shall maintain such insurance throughout the term of this Lease and any renewal thereof. Such policy shall contain a waiver of subrogation as against the Tenant and its employees and officers.

### 3. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of re-building or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfil, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfil such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the



fulfilment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- h) **Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;

- i) **Right of termination** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- j) **Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- k) **Overholding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- l) **Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a persona designate to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;
- m) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as

required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;

- n) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at P.O. Box 2050, Haileybury, Ontario, P0J 1K0 and in the case of notice to the Tenant, to P.O. Box 2010, Haileybury, Ontario, P0J 1K0. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

#### **4. Headings**

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

#### **5. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Tenant or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

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

**By-law No. 2018-052**

**Being a By-law to amend By-law No. 2017-016 being a by-law to provide for a drainage works in the City of Temiskaming Shores in the District of Timiskaming known locally as the Peters Road Municipal Drain**

**Whereas** the Roads Authority (Public Works Department) petitioned the Council of the Corporation of the City of Temiskaming Shores in the District of Timiskaming in accordance with the provisions of the *Drainage Act* requesting that the following roads be drained by a drainage works:

**Peters Road between Highway 65 E and Drive-In Theatre Road in Dymond Township**

**And whereas** the Council of the City of Temiskaming Shores in the District of Timiskaming has procured a report dated October 14, 2016 prepared by K. Smart Associates Limited and the report is attached hereto and forms part of this By-law;

**And whereas** the estimated total cost of constructing the drainage works was **\$123,015** and the final actual cost of constructing the drainage works was **\$172,894.66**;

**And whereas** it was estimated that **\$25,923** is the amount to be contributed by the municipality for construction of the drainage works and the final contribution by the municipality for construction of the drainage works was **\$33,920.63**;

**And whereas** Council considered Administrative Report No. CS-027-2017 at the June 6, 2017 Regular Council meeting and directed the release of Tender Documents for the drainage works and provide third and final reading of By-law No. 2017-016 at the June 6, 2017 Regular Council meeting;

September 5, 2017 Regular Council meeting and awarded the installation of the Drainage Works to Pedersen Construction (2013) inc. through By-law No. 2017-106 dated September 5, 2017 at an upset limit of \$69,850 plus applicable taxes;

**And whereas** two (2) Contract Change Orders were issued during construction totalling \$32,778.46 increasing the final contract price for construction of the drainage works to \$98,128.46 plus applicable taxes;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores under the *Drainage Act*, hereby enacts as follows:

1. That Article 2 of By-law No. 2017-016 be deleted and replaced with the following:

That the Corporation of the City of Temiskaming Shores may borrow on the credit of the Corporation the amount of **\$172,894.66** being the amount necessary for construction of the drainage works;

***Schedule of Assessments***

Roll No.	Owner	Area	Total	2/3 Grant	Allow	Net Ass.
----------	-------	------	-------	-----------	-------	----------

		<b>(ha)</b>				
002-078	Chieftain Dairy Farms	40.50	\$ 28,652.06	\$ 19,101.37	\$ 5,200	\$ 4,350.69
002-079	Pedersen Materials Ltd.	42.70	1,576.74	1,051.16	0	522.58
002-080	Pedersen Materials Ltd.	9.00	323.66	215.77	0	107.89
002-081	Chieftain Dairy Farms	29.00	86,852.69	57,901.79	19,400	9,550.90
002-081.10	D. & F. Plante	1.90	4,114.43	0	1,000	3,114.43
002-082	J. Wilson	25.40	919.41	612.94	0	306.47
002-083	Chieftain Dairy Farms	32.50	1,308.94	872.63	0	436.31
002-084	1804633 Ontario Inc.	33.80	11,260.25	840.17	0	420.08
002-085	J. Wilson	2.40	85.93	57.29	0	28.64
002-087	D. Rostad	16.40	622.96	415.31	0	207.65
002-088	Newhome Farms Ltd.	13.50	512.69	341.79	0	170.90
002-089	Newhome Farms Ltd.	15.90	587.16	391.44	0	195.72
002-151	Agric. Res. (OMAFRA)	23.50	958.08	0	0	958.08
002-155	Agric. Res. (OMAFRA)	55.70	2,271.31	0	0	2,271.31
002-156	P. Peters	27.10	1,104.15	736.10	0	368.05
002-159	Agric. Res. (OMAFRA)	32.40	1,214.42	0	0	1,214.42
002-160	M. Benoit	32.40	1,304.64	869.76	0	434.88
002-161	M. Benoit	31.60	1,287.46	858.31	0	429.15
002-162	C. Grandmaitre	0.80	48.69	0	0	48.69
Hwy 65	MTO	N/A	71.61	0	0	71.61
Drive-in Theatre Rd	City of T. Shores	N/A	121.73	0	0	121.73
Peters Rd	City of T. Shores	N/A	21,309.68	0	0	21,309.68
Spec Ass.	City of T. Shores	N/A	12,320.23	0	0	12,320.23
½ Sales Barn Rd.	City of T. Shores	N/A	97.38	0	0	97.38
<b>Township of Harris</b>						
1-126	Y. Rundle	6.00	244.89	163.26	0	81.63
1-146	A & D Frey	24.90	1,013.93	675.95	0	337.98
1-147	A & D Frey	58.00	2,239.81	1,493.21	0	746.60
1-148	M & E Auger	7.10	146.07	97.38	0	48.69
1-149	A & D Frey	1.10	24.35	16.23	0	8.12
1-164	S. Tobler	6.20	253.48	168.99	0	84.49
½ Sales Barn Rd.	Twp. of Harris	N/A	45.83	0	0	45.83
<b>Totals:</b>			<b>\$ 172,894.66</b>	<b>\$ 86,880.85</b>	<b>\$ 25,600</b>	<b>\$ 60,413.81</b>

2. That Article 3 of By-law No. 2017-016 be deleted and replaced with the following:

The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed less the total amount of,

- (a) Grants received under section 85 of the Act;
- (b) Commuted payments made in respect of lands and roads assessed within the municipality;
- (c) Money paid under subsection 61(3) of the Act; and
- (d) Money assessed in and payable by another municipality

And such debentures shall be made payable within 10 years from the date of the debenture and shall bear interest at a rate not higher than the rate charged by The Ontario Municipal Improvement Corporation on the date of sale of such debentures.

A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for 10 years after the passing of this by-law.

3. That the following article be added:

All assessment of **\$1,500** or less are payable in the first year in which the assessment is imposed.

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

**Read a first, second and third time and finally passed** this 3<sup>rd</sup>, day of April, 2017.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

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

**By-law No. 2018-053**

**Being a by-law to authorize an Agreement with SNC  
Lavalin Inc. for Project Management and Contract  
Administration for mechanical upgrades at the Pool  
Fitness Centre**

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

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

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

**And whereas** Council considered Administrative Report No. PW-011-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with SNC Lavalin Inc. for Project Management and Contract Administration for the mechanical upgrades at the Pool Fitness Centre at an upset limit of \$50,000 plus applicable taxes for consideration at the April 3, 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 an Agreement with SNC Lavalin Inc. for Project Management and Contract Administration of mechanical upgrades at the Pool Fitness Centre for a total upset limit of \$50,000.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 3<sup>rd</sup> day of April, 2018.

---

Mayor - Carman Kidd

---

Clerk - David B. Treen





Schedule "A" to

**By-law 2018-053**

Agreement between

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

and

**SNC Lavalin Inc.**

for Project Management and Contract Administration  
for mechanical upgrades at the Pool Fitness Centre

**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**SNC Lavalin Inc.**  
(hereinafter called “the Consultant”)

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the Form of Agreement, attached hereto as Appendix 01;
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director of Public Works, all the work by **October 31<sup>st</sup>, 2018.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Fifty Thousand Dollars and Zero Cents (\$50,000.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

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

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

The Consultant:

**SNC Lavalin Inc.**  
2140 Regent St. South, Unit 12A  
Sudbury, Ontario  
P3E 5S8

Attn.: Jeff Hunter

The Owner:

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

Attn.: Doug Walsh

**Remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Consultant's Seal )

**SNC Lavalin Inc.**

\_\_\_\_\_  
Authorized Agent – Jeff Hunter

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

Municipal Seal )

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2018-053**

Form of Agreement



## **FEE PROPOSAL ADDITIONAL SERVICE**

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

Mar. 1, 2018

Attention: **Mitch Lafreniere**

Fax: 705 672 3200

Re: **New Liskeard Pool Mechanical Room Upgrades**

New Liskeard, Ontario

### **1. DESCRIPTION OF WORK:**

- .1 Original scope: Replacement of the existing pool pump and filtration system, replacement of the existing boiler plant.
- .2 Added scope: acoustic baffles and panels, painting of pool ceiling, re-routing of services through pool area, new motor control centre.

### **2. SCOPE OF ADDITIONAL SERVICES:**

- .1 Update previously prepared "shovel-ready" drawings with additional architectural, mechanical, and electrical scope: new acoustic baffles and panels, painting of pool ceiling, re-routing of services through pool area, new motor control centre.
- .2 Tender and contract administration.
- .3 Field Review, shop drawing review, and contract administration during construction for architectural, structural, mechanical, electrical and specialty aquatic disciplines.

### **3. FEE:**

- .1 Fees for work performed by SNC-Lavalin will be calculated on an hourly basis, at the following rates:

Director	\$200.00
Senior Design Staff	\$160.00
Intermediate Design Staff/Revit	\$130.00



Junior Design Staff/CADD	\$ 105.00
Field Review	\$160.00
Administrative Staff	\$ 80.00

Rates are subject to escalation at 3% per annum.

- .2 Disbursements for SNC-Lavalin will be invoiced at cost.
- .3 Fee from the aquatic consultant for final review, included but not invoiced under the previous proposal, in the amount of \$1,527.50, will be invoiced at cost.
- .4 Fees and disbursements for architectural and structural sub-consultants will be invoiced at cost, in accordance with the attached fee proposals.
- .5 The above fees will be invoiced up to an upset limit of \$50,000 + HST.

**4. TERMS AND CONDITIONS:**

As per original proposal Terms and Conditions.

**SNC-LAVALIN INC.**  
**Infrastructure Engineering**




---

per: Filippo Biondi, P. Eng.  
 Mechanical

ACCEPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Proposal No. 2017-P0112-01  
 Project No. 2017-645879  
 H:\Fee Proposals\Filippo Biondi\2017\2017-P0112-01 New Liskeard Pool Mechanical Room Upgrades.docx

— February 13, 2018

File: 218004.1.1

Filippo Biondi  
SNC-Lavalin Inc.  
2140 Regent Street  
Sudbury, ON,  
P3E 5S8

Dear Filippo,

**Re: Architectural Services Fee Proposal  
Pool Equipment & Heating Plant Replacement, Interior Repainting and  
New Acoustic Ceiling Panels  
Temiskaming Shores Pool and Fitness Centre - New Liskeard, Ontario**

We would like to first thank you for inviting our firm to provide services to SNC-Lavalin for the above referenced project. The following is our understanding of the services required and our associated fee proposal.

The Project

The project generally consists of the replacement of the majority of the pool equipment and heating plant equipment.

Associated with this work will be interior re-painting of the pool area and replacement of deteriorated acoustic ceiling panels.

The work will need to be completed during the Owner's annual pool maintenance shutdown period which will be extended from its normal duration to 4 weeks to allow sufficient time to complete the work. The shutdown will occur in August and early September.



Architectural Services

Mitchell Jensen Architects understands that we are being engaged to provide the following services:

Contract Documents Phase

- Prepare Division 00 and 01 “front end” specification Sections for the project.
- Determine technical requirements for re-painting and acoustic panel replacement and prepare associated drawings and specifications.
- Receive final specifications and drawings from all sub-consultants and assemble tender ready contract documents.

Bidding Phase

- Manage the distribution of contract documents during the tendering period including preparation and distribution of addenda. Coordinate this process with the Owner.
- Chair and attend an on-site bidder information session during the tender period.
- Review and report on received tenders.

Construction Phase

Provide overall contract administration including:

- Chair site meetings and issue associated meeting minutes.
- Receive and address all contractor RFI's
- Issue all supplementary instructions, proposed changes and change orders
- Issue all payment certificates

Fee Proposal

We propose to provide these services on an hourly basis and provide the following fee estimates for your information noting that these estimates are not provided as upset limits. We will endeavour to work within our fee estimates and will advise you in advance if we expect that we will exceed our estimated hours.

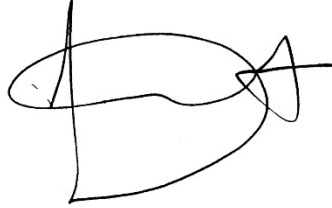
Contract Documents Phase	\$5,500
Bidding Phase	\$2,500
<u>Construction Administration</u>	<u>\$7,500</u>
Total (estimate)	\$15,500

Normally reimbursable disbursements are not included in our fee estimate and will be charged at cost. We do however provide the following estimate of travel costs associated with the project:

Travel Cost Estimate	\$600
(5 trips total – 1 during design, 1 during bidding, 3 during construction)	

Thank you again for this opportunity. We trust this fee proposal meets with your approval but if you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a vertical line on the left side.

JOHN WEINHARDT DIPL.ARCH.TECH A.S.C.T  
Principal | Senior Project Manager  
john@mitchelljensen.ca

cc: Madge Mitchell – Mitchell Jensen Architects



February 6, 2018

**SNC-LAVALIN**

2140 Regent St S

Sudbury, Ontario

P3E 5S8

Attn: Filippo Biondi

Dear Filippo,

**Re: TEMISKAMING SHORES POOL MEZZANINE REMEDIATION – TEMISKAMING SHORES, ON**  
**Structural Engineering Services Proposal**

Thank-you for allowing us to submit this proposal for Structural Engineering Services for the above-mentioned project. We are confident that our passion and dedication to teamwork will be a benefit to both your team and the Owner.

A2S Consulting Engineers has extensive experience on construction projects in Northern Ontario. We understand and know how to leverage local construction materials and practices to lower construction costs and help deliver smoother projects.

**1. INTRODUCTION**

The existing mezzanine at the Temiskaming Shore Pool is scheduled to be repaired as recommended in our email of October 2, 2017 and detailed in our preliminary drawing dated October 6, 2017. General review of the structural work is required.

**2. SCOPE OF WORK**

- 2.1 Our services will be performed in accordance with applicable codes and by-laws for the scope of services described.
- 2.2 The scope of our services will be as defined by Professional Engineers Ontario in the current version of the [Structural Engineering Design Services for Buildings Guideline](#) for the role of *Primary Structural Engineer*. The following tasks are anticipated for this undertaking (per the Guideline):
  - 3 - General Review During Construction
- 2.3 The anticipated scope of work is as follows:
  - .1 Review of shop drawings.
  - .2 General review of the structural work during construction.

2.4 The following assumptions augment and/or clarify our scope of work for this project. Please notify us immediately of any conflicts relative to your understanding of the scope of work:

- .1 The design of temporary works will be the responsibility of others.
- .2 Our attendance at regular site meetings will not be required. We will attend meetings that coincide with milestones in the Structural Work.

### 3. CONTRACT CONDITIONS

3.1 Attached is a copy of our Conditions of Assignment for this undertaking.

### 4. FEES AND DISBURSEMENTS

4.1 We propose to work hourly at the rates listed in 4.2 below, to an anticipated maximum of \$2,000 to complete the above-mentioned scope of work.

4.2 Schedule of hourly rates (where applicable):

- |    |                    |           |
|----|--------------------|-----------|
| .1 | Principal Engineer | \$150 /hr |
| .2 | Senior Engineer    | \$130 /hr |
| .3 | Project Engineer   | \$100 /hr |

4.3 Disbursements associated with travel are not included in our fee and will be charged at cost.

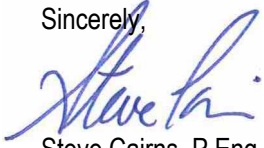
4.4 HST is in addition to the proposed fees.

### 5. AUTHORIZATION

5.1 If the terms and conditions included in this proposal are acceptable, please complete the sign-back box below and return to our office. Alternatively, an email confirming acceptance of this proposal is also acceptable.

Thanks again for considering A2S Consulting Engineers for inclusion on your team. We look forward to working with you! Please do not hesitate to contact us with any questions or comments.

Sincerely,



Steve Cairns, P.Eng.

**A2S Consulting Engineers**

I, the undersigned, hereby authorize A2S Consulting Engineers to proceed as per the scope of work, fees and conditions of assignment included within the attached proposal.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments: Conditions of Assignment (2 pages)

P18027.snc.pop01//swc

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

**By-law No. 2018-054**

**Being a by-law to authorize an Agreement with Paradigm  
Transportation Solutions Limited for the preparation of a Traffic  
Impact Study for the proposed extension of Grant Drive**

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

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

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

**And whereas** Council considered Administrative Report No. PW-016-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Paradigm for the preparation of a Traffic Impact Study at an upset limit of \$19,250.00 plus applicable taxes for consideration at the April 3, 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 an Agreement with Paradigm Transportation Solutions Limited for the preparation of a Traffic Impact Study for a total upset limit of \$19,250.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 3<sup>rd</sup> day of April, 2018.

---

Mayor - Carman Kidd

---

Clerk - David B. Treen



Schedule "A" to

**By-law 2018-054**

Agreement between

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

and

**Paradigm Transportation Solutions Limited**

for the preparation of a Traffic Impact Study



**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**Paradigm Transportation Solutions Limited**  
(hereinafter called “the Consultant”)

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
  - i. Request for Proposal PW-RFP-005-2018; and
  - ii. Paradigm Transportation Solutions Limited submission in response to PW-RFP-005-2018, attached hereto as Appendix 01.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director of Public Works, all the work by **August 31<sup>st</sup>, 2018.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Nineteen Thousand, Two Hundred and Fifty Dollars and Zero Cents (\$19,250.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed

to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

**Paradigm Transportation Solutions Ltd.**  
5000 Young Street / Suite 1901  
Toronto, Ontario  
M2N 7E9

Attn.: Gene Chartier

The Owner:

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

Attn.: Doug Walsh

**Remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )  
)  
Consultant’s Seal )

**Paradigm Transportation Solutions Limited**

\_\_\_\_\_  
Vice-President – Gene Chartier

\_\_\_\_\_  
Witness Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



Appendix 01 to  
Schedule "A" to

**By-law No. 2018-054**

Form of Agreement



# Traffic Impact Study for Proposed Extension of Grant Drive

## Proposal for Consulting Services

City of Temiskaming Shores (PW-RFP-005-2018)

Paradigm Transportation Solutions Limited

March 2018





5000 Yonge Street, Suite 1901  
Toronto, ON M2N 7E9  
p: 416.479.9684  
f: 1.855.784.7349

[www.ptsl.com](http://www.ptsl.com)

13 March 2018  
Project: Promo (City of Temiskaming Shores)

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

Attention: Dave Treen, Municipal Clerk

## **RE: REQUEST FOR PROPOSAL – ENGINEERING SERVICES FOR TRAFFIC IMPACT STUDY (PW-RFP-005-2018) – CITY OF TEMISKAMING SHORES**

---

**Paradigm Transportation Solutions Limited** (Paradigm) is pleased to provide the City of Temiskaming Shores (the City) with our proposal 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. Our firm is very interested in undertaking this project and has the qualifications and experience to successfully complete the work. Features of our submission that make the Paradigm well suited for this assignment include:

- ▶ *A highly knowledgeable team of skilled professionals with demonstrated expertise in transportation impact assessment and environmental assessment.* Our submission lists the key individuals and their qualifications and relevant experience, as reflected in their résumés. We will commit the personnel and resources needed to successfully complete this assignment;
- ▶ *Experience with similar projects.* Relevant projects demonstrating the depth of skills to successfully undertake this assignment are noted in our submission. The projects included provide testimony to our commitment to clients and resolve to see an assignment through to its completion. We have provided client references for similar past projects undertaken by our firm, as requested;
- ▶ *A well-structured methodology and work plan for completing the project on budget and exceeding the City's expectations for quality and timely delivery.* Our understanding of the complexities of this assignment is further illustrated in our response; and
- ▶ *An accomplished Project Manager, Gene Chartier, P.Eng., with extensive experience in the successful completion of comparable projects.* Gene will guide our team and serve as the primary point of contact for the City. Mr. Chartier grew up in northern Ontario, so he is familiar with the unique challenges facility communities like Temiskaming Shores.

We wish to confirm that Paradigm has no recent or ongoing projects that would conflict with the interests of the City of Temiskaming Shores.

Thank you for the opportunity to submit this proposal. Please contact me at (416) 479-9684 x501 or [gchartier@ptsl.com](mailto:gchartier@ptsl.com) should you have any questions or wish to discuss our submission further. Our business address is noted above.

Yours very truly,

**PARADIGM TRANSPORTATION SOLUTIONS LIMITED**



**Gene Chartier**  
M.A.Sc., P.Eng., FITE  
Vice-President







**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) Paradigm Transportation Solutions Limited

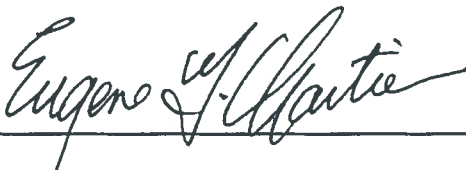
Address: 5000 Yonge Street, Suite 1901

Address: Toronto, ON M2N 7E9

Contact Person: Gene Chartier, M.A.Sc., P.Eng., FITE

Telephone: (416) 479-9684 x501

Email: gchartier@ptsl.com

Signature of Authorized Officer: 

Name: Gene Chartier, Vice-President

*(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 Paradigm Transportation Solutions Limited 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.

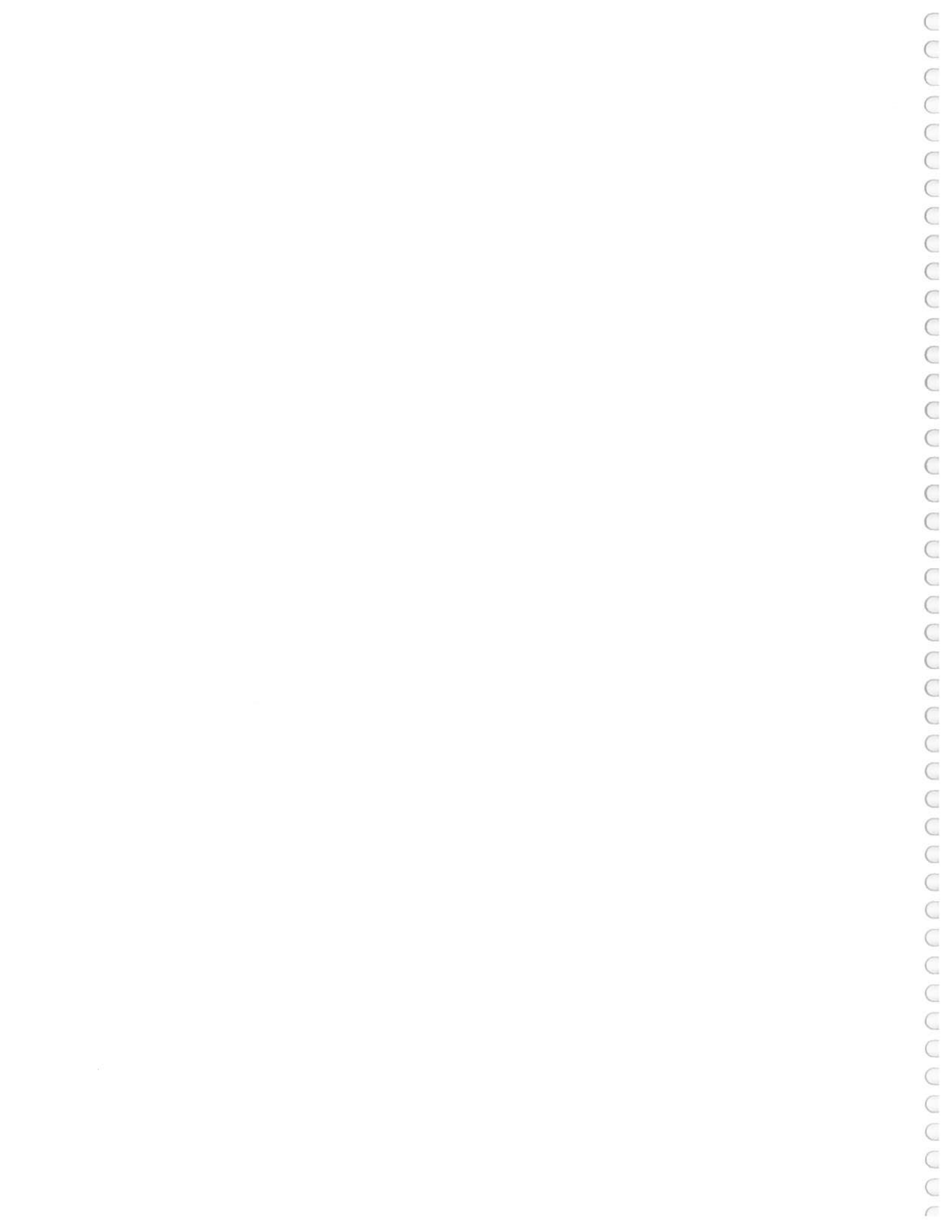
The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

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 Paradigm Transportation Solutions Limited

Title Vice-President





**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:

N/A

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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, Cambridge this 9th day of March, 2018.

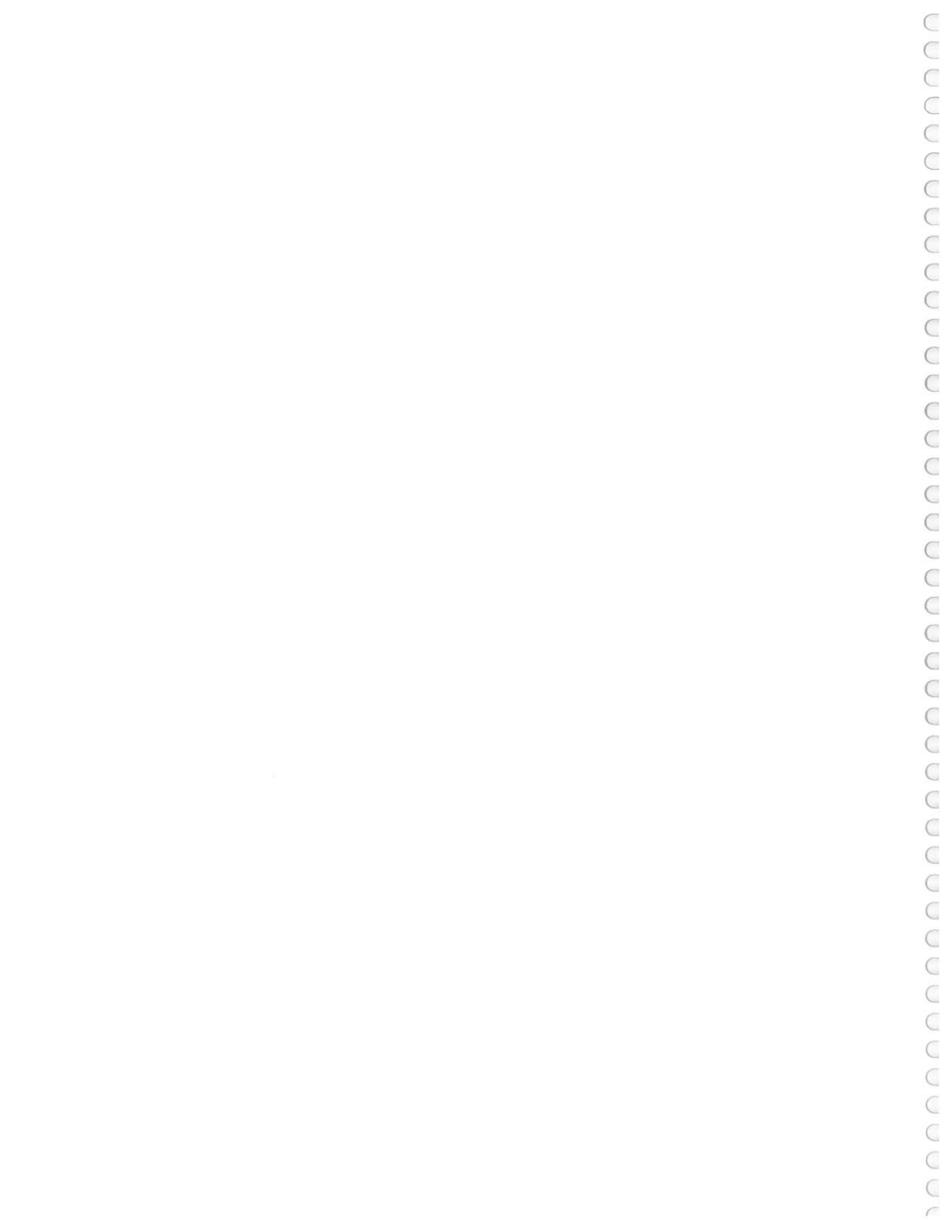
FIRM NAME: Paradigm Transportation Solutions Limited

BIDDER'S AUTHORIZED OFFICIAL: Gene Chartier, M.A.Sc., P.Eng., FITE

TITLE: Vice-President

SIGNATURE:

Eugene J. Chartier





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 Gene Chartier Company Name **Paradigm Transportation Solutions Limited**

Phone Number **(416) 479-9684**

Address **5000 Yonge Street, Suite 1901  
Toronto, ON M2N 7E9**

I, Gene Chartier, 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](http://www.gov.on.ca/mcss/serveability/splash.html).

Date: 9 March 2018





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# 1 Introduction

## 1.1 Overview

**Paradigm Transportation Solutions Limited** (Paradigm) is pleased to provide the City of Temiskaming Shores (the City) with our proposal to complete a Traffic Impact Study for the proposed extension of Grant Drive between Wilson Avenue and a yet to be approved public access location along Highway 65 East in response to Request for Proposal (RFP) PW- RFP-005-2018 issued on 8 February 2018.

Our submission follows the structure set out in Sections 6 (Proposal Content) and 7 (Evaluation) of the RFP and is organized into three sections:

- ▶ **Section 2** summarizes our **qualifications** and experience relative to this assignment, identifies our key personnel and their roles, and lists three references;
- ▶ **Section 3** details our **technical** understanding and approach to the project, and outlines our proposed work plan, schedule and deliverables; and
- ▶ **Section 4** provides our **fee schedule** to complete the work.

We have completed the forms appended to the RFP and provided these documents at the beginning of our submission for easy reference. We wish to confirm that Paradigm has no conflict of interest with respect to other work and/or other clients, as noted in the forms.

## 1.2 Why Select Us?

We believe Paradigm is well qualified to undertake the Grant Drive Extension Traffic Impact Study. Our team is keenly interested in this work and has the qualifications, experience and resources to address the City's expectations and requirements for the project as described in the RFP, including:

- ▶ **Registered and approved under the Ministry of Transportation (MTO) Registry, Appraisal and Qualification System (RAQS)** in the Transportation (Systems) Planning and other categories relevant to this assignment.
- ▶ **In-depth knowledge of industry and MTO standards, policies and procedures** pertinent to transportation impact assessment and environmental assessment (EA) planning. We regularly conduct traffic studies based on the MTO *Guidelines for the Preparation of Traffic Impact Studies (September 2014)*, including two ongoing projects for the Near North District School Board involving MTO Northeastern Region.
- ▶ **A wealth of related project experience and directly relevant qualifications** individually as staff and collectively as a firm. We understand the study requirements, have the technical expertise to complete the work and possess the necessary skills to deliver a quality product to the City's satisfaction.
- ▶ **The ability and experience to lead clients through challenging and often controversial projects** involving multiple jurisdictions and stakeholders, which will be the case for this assignment.
- ▶ **A Project Manager with previous municipal experience and a sound understanding of the project and process requirements**, plus expertise in the technical and non-technical disciplines required to successfully complete the assignment. He will ensure the project is completed in accordance with MTO requirements and will satisfy the Municipal Class EA provisions.
- ▶ **A long history of serving municipalities and other public agencies across Ontario.** We are especially proud of our relationships with municipalities like the City of Temiskaming Shores who tend to be our primary public-sector clients. Paradigm has assisted the City on two previous transit studies, so is familiar with the municipality.



- ▶ **Some of the most competitive fee rates in the consulting industry.** We can provide our clients with substantially greater value for their project budgets.

We believe the remainder of our proposal will demonstrate why Paradigm is the consultant of choice to assist the City with the **Grant Drive Extension Traffic Impact Study**.

## 2 Proponent Qualifications

### 2.1 Our Firm

**Paradigm Transportation Solutions Limited** ([ptsl.com](http://ptsl.com)) is a unique consulting practice offering services in the specialized fields of transportation planning and traffic engineering. For over 20 years, we have worked extensively for public and private sector clients across Ontario on a range of assignments in the areas of:

- ▶ Transportation Impact Assessment
- ▶ Environmental Assessment
- ▶ Traffic Operations and Safety Analysis
- ▶ Community Transportation Planning
- ▶ Active and Sustainable Transportation Planning
- ▶ Parking Planning
- ▶ Transportation Data Management
- ▶ Expert Testimony

Paradigm is an incorporated company in the Province of Ontario, with offices in Waterloo and Toronto. We hold a Certificate of Authorization from Professional Engineers Ontario and are members of the Transportation Association of Canada (TAC). Our firm is MTO RAQS registered in all traffic engineering and transportation planning specialties.

Our team of over 20 dedicated, highly skilled professional engineers, transportation planners, certified engineering technologists and administrative personnel possess a broad range of experience and a vast array of expertise and talents. All technical staff and

principals of the firm are members or fellows of the Institute of Transportation Engineers (ITE), and actively participate in professional associations including ITE, TAC and the Ontario Traffic Council (OTC).

Paradigm has enjoyed a viable corporate presence since its inception in 1998, as evidenced by:

- ▶ **Extensive project and client lists.** The firm has successfully completed over 3,300 assignments for more than 1,000 clients during its 20-year history.
- ▶ **Continued growth.** The firm continues to grow through strategic expansion of service offerings and geography and repeat work from satisfied clients.
- ▶ **Retention of key personnel.** Several Paradigm staff have spent their entire careers with the firm because of our unique work at home business model and favourable work-life balance. Our three principals, who still actively work in the business, have vested ownership stakes in the company, providing continued motivation for Paradigm to be successful.
- ▶ **Financial stability.** The firm has remained profitable over time, with strong management, a sound balance sheet and a focused Strategic Business Plan.

### 2.2 Our Experience

Paradigm has completed the transportation analyses for **over 50 Municipal Class EA studies** and nearly **2,000 transportation impact assessments** similar in scope to this project. Our duties for these assignments typically include: assembling data, preparing forecasts, completing operational and safety analyses of existing and future conditions, assessing alternatives, preparing reports, delivering presentations and engaging with Council, stakeholders and the public. **Appendix A** provides further information about our services relevant to this assignment.



We have recently (or nearly) completed several projects like the Grant Drive Extension Traffic Impact Study for Ontario municipalities including:

### **Premier Gateway West Scoped Area Traffic Study (Town of Halton Hills)**

Paradigm has been retained by the Town of Halton Hills to complete a comprehensive traffic study to identify the local, regional and provincial transportation network improvements required to serve existing and planned employment and commercial development in the Premier Gateway Area, and more specifically near the Trafalgar Road and Steeles Avenue intersection. This area features several major and unique land uses, including the Toronto Premium Outlets and a proposed United Parcel Service (UPS) distribution centre. The study is examining multiple horizon years and includes sensitivity tests involving both infrastructure improvement and land use alternatives. Considerable liaison and interaction with Halton Region and MTO is needed given anticipated impacts to roads under their respective jurisdictions.

For the project, Paradigm undertook an intensive data collection program and has developed multiple VISSIM microsimulation and Synchro models for use in the transportation analyses.

### **Mayfield West Phase 2 Transportation Assessment (Town of Caledon)**

Paradigm was retained by the Town of Caledon to complete and update a transportation master plan for the Mayfield West Phase 2 secondary plan area. The overall development area features approximately 183 ha of residential lands for 11,600 new residents, 92 ha of employment lands for 5,900 new jobs, 35 ha of commercial lands for about 1 million square feet of new commercial uses, and a transit hub/centre at its core. The studies, completed in accordance with the Municipal Class EA master planning process, were conducted to provide input into the

development of land use concepts, assess the transportation implications of the alternatives, and confirm the overall transportation plan required to support the preferred land use strategy. Recommendations regarding the phasing and timing of new road connections and widenings, including facilities linking with Highways 10 and 410, were also provided. This required coordination with MTO.

### **Barton Street and Fifty Road Class EA (City of Hamilton)**

Paradigm was part of a consultant team assisting the City of Hamilton with a Schedule C Municipal Class EA for improvements to Barton Street and Fifty Road in the City's east end. The study considered the need for improvements to both roads to support planned growth, in addition to the accommodation of rapid transit and active transportation modes. The need for a grade separated railway crossing and improvements to road sections leading to the QEW were also examined.

### **Mississauga Road Widening Class EA (Schedule C) and Preliminary Design, Brampton (Region of Peel)**

Paradigm was part of a consultant team engaged by the Region of Peel to conduct a Schedule C Municipal Class EA for the proposed widening of Mississauga Road from Financial Drive to Queen Street West, and to update technical studies to support amendments to a previously approved Municipal Class EA for Mississauga Road from Queen Street West to south of Bovaird Drive, in the City of Brampton. The analysis completed for the study addressed short and long term transportation needs related to planned growth to the year 2031 within the entire Mississauga Road corridor. Opportunities to better facilitate the movement of vehicles, transit, goods movement, walking and cycling were also reviewed.



### **Casablanca Boulevard and Livingston Avenue Class EA, Grimsby (Region of Niagara)**

Paradigm was retained by the Region of Niagara as part of a consultant team to complete the transportation analysis component of the Schedule C Municipal Class EA to address the widening of Casablanca Boulevard from Livingston Avenue to the QEW and the extension of Livingston Avenue from Casablanca Boulevard to Oakes Road in the Town of Grimsby. The traffic assessment addressed the impact of adjacent growth on the road network geometric requirements, need and feasibility for cycling infrastructure, rail crossing improvements, traffic forecasts for the existing intersections, pedestrian crossing safety, extent of traffic diversion with the extension of Livingston Avenue and the staging/phasing of improvements based on the expected growth.

Paradigm has also conducted numerous transportation assessments like the Grant Drive Extension Traffic Impact Study for MTO projects, including:

### **Highways 6, 11 and 17 Traffic Engineering Study (MTO Northeastern Region)**

Paradigm was retained by the Ministry of Transportation to collect traffic counts, undertake field reconnaissance, prepare traffic forecasts, conduct capacity, level of service and signal warrant analyses, assess future traffic operational needs, and complete collision analysis to identify recommended operational improvements for 46 intersections and mainline sections along Highways 6, 11 and 17 in northeast Ontario. The project examined 1,900 km of two-lane highways and 167 pavement sections, including segments and intersection on Highways 11 and 17 within the City of North Bay.

### **Highway 401 Westbound Ramp at Creekbank Road, Mississauga (MTO Central Region)**

As part of a consultant team, Paradigm undertook a traffic engineering study for the Municipal Class EA addendum and preliminary design of a new Highway 401 westbound off ramp connection to Dixie Road via the Creekbank Road Extension. The work included the preparation of traffic forecasts, existing and future level of service analysis on Dixie Road, and merge and diverge analysis at the potential new Highway 401 ramp.

### **Traffic Operational Analysis for Five Intersections in Simcoe County and York Region (MTO Central Region)**

As part of a consultant team, Paradigm carried out the traffic engineering component of a project for the upgrading of four intersections in Simcoe County and one intersection in York Region. The work included an analysis of existing traffic conditions, collision analysis, forecasting of future traffic volumes, capacity and level of service analyses, signal and left turn lane warrant analyses, signal timing design, and traffic staging analysis.

### **Highway 21 Traffic Engineering Review, Goderich (MTO Southwest Region)**

As part of a consultant team, Paradigm completed a detailed traffic operational review and analysis for Highway 21 between Huron Road 3 and Huckins Street in the Town of Goderich. The study included a review of traffic volumes, level of service and capacity analysis, collision analysis and identification of geometric requirements from a safety and operational perspective.

We also note that Paradigm completed a **Transit Ridership Growth Plan** and subsequent **Transit Study** for the City in the late 2000's and early 2010's, providing us some familiarity with the municipality.



## 2.3 Our Team

We have assembled a strong team of professionals to undertake this project. These individuals possess a sound understanding of the latest theoretical concepts and best practices in transportation impact assessment and EA planning, and have direct, first-hand experience in conducting similar assignments. The team has a history of developing and implementing successful solutions for our clients.

The following outlines the roles, qualifications, designations/certifications and relevant experience of the staff to be assigned to the project. **Appendix B** provides the résumés of these individuals. All key personnel will be available for the duration of the project to fulfill their assigned roles. Any changes will require the prior approval of the City.

### Project Manager

**Gene Chartier, M.A.Sc., P.Eng., FITE**

Our designated Project Manager for this assignment is Mr. Gene Chartier, P.Eng. Gene is Vice President of Paradigm and has over 26 years of private consulting and municipal government experience in transportation, civil engineering and urban planning since graduating from the University of Waterloo with Bachelor and Master of Applied Science degrees in Civil Engineering. His work covers a broad range of fields, including traffic engineering, land use and transportation planning, road design, construction management, municipal engineering, and development review. He has specific expertise in travel forecasting, traffic operations, road safety, parking management, traffic calming, needs assessment and project costing. Gene is also competent leading public and stakeholder engagement events.

Mr. Chartier has an exceptional understanding of municipal government developed through progressively responsible positions with the Borough of East York, Durham Region and the Township of Scugog over an 18-year period.

He possesses sound knowledge of the respective roles and responsibilities of upper and lower tier jurisdictions under the *Municipal Act* and other statutes, and is familiar with the challenges experienced by smaller, more rural municipalities like Temiskaming Shores. Gene also has considerable experience appearing before municipal councils.

Gene has guided or participated in several similar studies during his career in both the public and private sectors, affording him a thorough understanding of the types of issues likely to arise and a firm grasp of the project objectives. Project examples include:

- ▶ Humphrey Public School Traffic Brief (for Highway 141) (Seguin)
- ▶ Premier Gateway West Scoped Area Traffic Study (Halton Hills)
- ▶ Mayfield West Phase 2 Stage 2 Transportation Assessment (Caledon)
- ▶ Barton Street and Fifty Road Class EA Study (Hamilton)
- ▶ Mississauga Road Widening Class EA Study (Brampton)
- ▶ King Vaughan Road Bridge Replacement Class EA Study (Vaughan)
- ▶ Winston Churchill Boulevard Widening Class EA Study (Brampton/Halton Hills)
- ▶ Highway 50 Widening Class EA Addendum (Brampton/Vaughan)
- ▶ CP Rail Crossing at New Coronation Road Class EA Study (Whitby)
- ▶ Ajax Downtown Road Network Improvements Class EA Study
- ▶ Mayfield Road Widening Class EA Study (Brampton/Caledon)
- ▶ Harmony Road Widening Class EA Study (Oshawa)
- ▶ Brock Road Widening Class EA Study (Pickering)

**Role:** *With his diverse, multi-disciplined background, Gene is an excellent candidate to*



*lead this project. As Project Manager and Principal in Charge, Mr. Chartier will coordinate and oversee consultant team activities, administer the project budget and schedule, provide technical leadership, ensure work meets quality standards, and be involved in all meetings with the City and MTO. He will be committed for the life of the project and serve as the single point of contact for the City. Corporate responsibility for the assignment will also reside with Mr. Chartier. As Vice President of Paradigm, Gene has the authority to make commitments on behalf of the firm.*

### **Technical Support**

**Heather Goodman, B.Eng., EIT, MITE**

Heather is a graduate of the Civil Engineering program at McGill University, where she specialized in Transportation Engineering. She has experience in both municipal government and private consulting practice, including: traffic operations analysis, parking studies, transportation impact studies, transportation modeling, transportation policy, environmental assessments, and public meetings. Heather has assisted on several similar projects, including the Town of Caledon and Oxford County Transportation Master Plan studies and the Norfolk Country Traffic Engineering Services assignment, in a like capacity.

**Role:** *Heather will serve as the primary technical resource for this assignment, responsible for research, data assembly and collection, forecasting, operational analysis, deficiency identification, needs assessment and report writing. She will also assist Gene with project coordination.*

## **2.4 References**

We offer the following three municipal client references for work similar in scope to the Grant Drive Extension Traffic Impact Study:

### **Premier Gateway West Scoped Area Traffic Study**

Ms. Maureen Van Ravens, C.E.T.  
 Manager of Transportation  
 Town of Halton Hills  
 (905) 873-2601 x2314  
 e: [MaureenV@haltonhills.ca](mailto:MaureenV@haltonhills.ca)

### **Broadway Street Pedestrian Crossing Review and Pedestrian Crossover Design**

Mr. Eric Flora, P.Eng., C.E.T.  
 Manager of Engineering  
 Town of Tillsonburg  
 p: (519) 688-3009 x3230  
 e: [eflora@tillsonburg.ca](mailto:eflora@tillsonburg.ca)

### **Town of Caledon Transportation Master Plan**

Mr. Eric Chan, P.Eng., PMP  
 Manager of Transportation Engineering  
 Town of Caledon  
 p: (905) 584-2272 x4076  
 e: [eric.chan@caledon.ca](mailto:eric.chan@caledon.ca)

## **3 Technical**

### **3.1 Project Understanding**

Temiskaming Shores is a major centre for economic activity in northeastern Ontario, with a stable tax base and well-developed community infrastructure. The City is committed to strengthening and maintaining the vitality and well-being of the municipality through a progressive program of economic development, supportive land use policy and prudent infrastructure investment.

The City's Official Plan identifies the settlement areas of New Liskeard, Haileybury and Dymond as the focus for development within the municipality. These areas are planned to provide the land base and infrastructure required to accommodate projected residential and employment growth of Temiskaming Shores into the future.





Within the settlement areas, the City has identified the lands in the former Township of Dymond immediately north of Highway 65 East as the focus for development in the municipality. Since the mid 1970's, the area has experienced steady (albeit at a slow pace) residential, commercial and industrial growth. Land availability, municipal servicing and highway exposure contribute to its continued attractiveness for development. But improved transportation access and capacity will be needed for the lands to develop appropriately.

To assist with potential short and long-term transportation capacity concerns in the area, the City has acquired a portion of the property immediately east of Timiskaming Square to extend Grant Drive from Wilson Avenue to Highway 65 East. This proposed extension will improve network connectivity and help alleviate anticipated capacity constraints and operational challenges on Highway 65 East and to a lesser degree on Highway 11.

The City needs to complete a Municipal Class Environmental Assessment (EA) to proceed with the Grant Drive extension. As part of this process, a Traffic Impact Study is required to help establish need and justification for the new corridor and assess alternative solutions. This study will demonstrate how the extension, and other upgrade alternatives for intersections and roadways within the study area shown in Appendix 1 to the RFP, can mitigate or address existing or potential traffic issues. It will identify short and long-term transportation capacity deficiencies, determine potential improvements and recommend remedial measures for the corridor.

The study will be carried out per the Ministry of Transportation's *Guidelines for the Preparation of Traffic Impact Studies (September 2014)* with both Highways 11 and 65 East under MTO jurisdiction. These guidelines provide the details required in a traffic study that would be considered acceptable to MTO. Similarly, the Ministry's *Access Management Classification System* will be used to determine the requirements for access connection standards

applicable to these fully controlled-access highways.

We have assumed that the study will focus on vehicular traffic and the infrastructure needed to accommodate the anticipated increase in vehicle demand. The needs of cyclists, pedestrians and public transit users will not to be assessed as part of the study, but will be reviewed by the City as part of the overarching Municipal Class EA.

## 3.2 Study Approach

### 3.2.1 Technical Analysis and Reporting

We have developed a comprehensive approach for completing the Grant Street Extension Traffic Impact Study consistent with the RFP requirements. The RFP clearly delineates the study objectives, scope of work, and consultant duties, which generally comprise background research, data assembly/collection, technical analysis, documentation, meetings and project management. Sections 3.3 and 3.4 below further detail the work plan and schedule designed to meet these requirements.

The approach for completing the study consists of three general steps:

- ▶ Establish and assess existing (2018) traffic conditions in the study area.
- ▶ Forecast and analyze future traffic conditions for three horizon years per MTO Guidelines – opening year and five and ten years after opening year – without and with the proposed Grant Drive extension.
- ▶ Assess alternative road improvement scenarios required to support future development and identify the preferred alternative.

This proposed approach is consistent with and will satisfy the Municipal Class EA planning and design process (Phases 1 and 2). We have prepared our proposal on the assumption that the Grant Drive extension will be classified as a



Schedule B undertaking per the RFP. If the undertaking is classified differently, we will revisit our scope of services with the City and revise the work plan if necessary. Its unlikely changes will be required, though, since the first two phases of the Municipal Class EA process are (typically) the same for Schedule B and C projects.

Per the Municipal Class EA requirements, the report will provide a complete accounting of the study process, with details of all investigations undertaken, data collected, analysis completed, conclusions reached, and recommendations made to arrive at the preferred solution. Study findings will be reported in a clear and concise manner to allow a lay reviewer to trace each step of the process. The documentation will meet or exceed the minimum requirements set out in the Municipal Class EA for Schedule B projects.

In completing our technical work, we will use recognized industry standard techniques, such as Synchro software for analyzing traffic operations, and accepted guideline documents, including the MTO *Geometric Design Standards for Ontario Highways* and *Guidelines for the Preparation of Traffic Impact Studies*, and the Transportation Association of Canada *Geometric Design Guide for Canadian Roads*. We will also rely on MTO and City data and documents where available but have included resources for new data collection in our fee estimate. Sections 3.3 and 4 explain the data collection program and estimated cost, respectively.

We understand that MTO approval will be required for any road improvements potentially impacting Highways 11 or 65 East. To this end, we will follow MTO guideline documents where applicable and attempt to work proactively with Ministry staff throughout the study to facilitate timely reviews and information exchange.

### 3.2.2 Project Management

Our approach to project management is simple: communicate often and effectively to ensure that a clear audit trail is produced for all related project activities. We take a “no-surprises” approach to dealing with our clients, communicating concerns early, and agreeing to action plans before issues become unmanageable. This approach applies to the quality of our work, our adherence to schedule, and the management of finances.

Diligent project management and regular, ongoing communication with the City, MTO, and other members of the project team will be critical to keeping the project on schedule. We note that extended consultation with MTO (or any other stakeholder) has the potential to protract the completion date. We will monitor study progress and promptly advise the City if challenges likely to cause delay are encountered or expected.

We strongly believe that regular and open communication with the client is paramount to the success of our projects. Pertinent information will be communicated to the City’s Project Manager as the project progresses, both informally and formally. In addition to regularly scheduled meetings, our Project Manager will be available to the City on an as-required basis and will check in periodically with the City’s Project Manager to ensure the project is progressing smoothly and to their satisfaction. We will also set-up a dedicated site to facilitate data sharing between project team members and with the City.

### 3.2.3 Quality Control

Paradigm prides itself on providing quality consulting services. Our staff work in a corporate culture advocating quality assurance, continuous improvement and “doing it right the first time”. Quality is an integral part of our day-to-day work and fundamental to our long-term success.



The main principle of our Quality Management Program is that all project activities are to be performed in a planned and process-controlled manner in accordance with accepted standards, specifications, practices, policies and procedures conforming to the project requirements. The process involves the following key elements:

- ▶ Data quality reviews at critical milestones;
- ▶ Checks of data calculations;
- ▶ Scheduled review(s) at appropriate stage(s) in project progress; and
- ▶ Thorough editing of written documents.

When non-conformance, or conditions which may lead to non-conformance are detected, corrective action will be taken immediately. City staff will be actively involved in the quality process throughout the assignment.

### 3.2.4 Confidentiality

Paradigm takes the confidentiality of client material very seriously. In their employment contracts, all employees are required to adhere to a strict confidentiality protocol regarding client related documents, software products, samples, equipment, drawings, draft agreements, specifications, client lists, technical information, know-how, performance or process data, cost or financial information, marketing or business plans, facility specifications, design concepts, and all other items of a confidential or proprietary nature whether verbal or written and in whatever medium. We also have practices in place for the management of confidential data.

## 3.3 Work Plan

The following outlines our proposed six task work plan to complete the study, consistent with the approach outlined in Section 3.2. This section should be read in conjunction with the **Project Schedule** shown in **Figure 1** and the **Work Plan** provided in **Figure 2** found at the end of this proposal, before the appendices:

### Task 1 – Review Background Information

We will review and summarize the pertinent aspects of relevant provincial and municipal plans, studies and reports, including the documents listed in the RFP, to provide a context and basis for the proposed Grant Drive extension. The summary will synthesize existing conditions and plans for the transportation system within the study area and provide the basis for the problem (need and justification) statement for the Municipal Class EA.

### Task 2 – Assemble/Collect Transportation Data

We will gather available traffic data (volumes, collisions, signal timings) from the City, MTO and the Ontario Provincial Police (OPP) and assess the information for gaps. Noting that the City has very limited traffic data, we propose to collect new traffic data, specifically:

- ▶ Eight-hour (7:00 to 10:00 AM, 11:30 AM to 1:30 PM, and 4:00 to 7:00 PM) **turning movement and classification counts** on one weekday at the following nine study area intersections:
  - Roland Road and Highway 11 North
  - Golf Course Road/Drive-In Theatre Road and Highway 11 North
  - Drive-In Theatre Road and Grant Drive
  - Drive-In Theatre Road and Peter’s Road (recommended)
  - Highway 11 North at Walmart Temiskaming Shores Supercentre entrance (recommended)
  - Highway 65 East and Highway 11 North (recommended)
  - Highway 65 East and Wilson Avenue
  - Gary Road/Highway 65 East and Highway 65/Armstrong Street North
  - Highway 65 East and Peter’s Road

The counts will be collected using our Miovision Scout Video Collection Units.



Paradigm staff will set-up, monitor and maintain the units over the count period.

Note that Section 4.3 of the RFP only identified six of these intersections for traffic counts. Collecting counts at all nine locations will improve the precision of the traffic models for a relatively small additional cost.

- ▶ An **origin-destination survey** using Bluetooth capable readers attached to the Miovision units. We have successfully used this method in other communities like Temiskaming Shores to collect trip making and travel time data very cost-effectively. The data provide a reliable, quantifiable basis to reassign traffic when testing different road network configurations, like the addition of a new connection.

### Task 3 – Forecast Traffic Volumes

We will prepare weekday AM and PM peak hour traffic forecasts for the study area intersections for the base year (2018) and three horizon years (opening day and five and ten years after opening day). The components of the traffic forecasts are:

1. **Existing (Base Year)** – Existing vehicle traffic volumes will be estimated from the turning movement counts collected in Task 2.
2. **Future Background (Horizon Years)** – Future Background traffic volumes will be derived for all three horizon years by applying a growth rate to the Existing volumes. Growth rates will be confirmed with the City and MTO.
3. **Future Total (Horizon Years)** – Vehicle traffic generated by planned development in the study area (and beyond if appropriate) will be estimated for each horizon year based on data from the Institute of Transportation Engineers *Trip Generation Manual (10<sup>th</sup> Edition)*, previous Paradigm studies, and/or other available information. City staff will be requested to

provide development assumptions (location, use, magnitude and timing).

Separate forecasts will be prepared without and with the Grant Drive extension for each horizon year. This will enable a comparison of traffic conditions with and without the connection, as required per Phases 1 (Problem or Opportunity) and 2 (Alternative Solutions) of the Municipal Class EA process. City staff will be requested to provide the anticipated opening day for the proposed extension.

The development-generated trips will then be distributed to the study area road network based on existing traffic patterns and/or other available information. The resulting traffic volumes will be added to the Future Background estimates to produce Future Total traffic volumes for each horizon year.

### Task 4 – Develop Traffic Models

We will develop base year (2018) Synchro 9 models of the study area road network for the weekday AM and PM peak hours. The models will incorporate all study area intersections and be calibrated and validated to existing counts (collected in Task 2) and signal timing parameters. City and MTO staff will be requested to provide these parameters, if available.

Using the base year networks, we will create peak hour models for Future Background and Future Total (without and with the Grant Drive extension) traffic conditions for the three horizon years based on the forecasts prepared in Task 3. Models for Future Background traffic conditions may not be required if background growth is nominal.

### Task 5 – Assess Scenarios

We will evaluate the operation of the study area intersections for weekday AM and PM peak hour traffic conditions in the base and horizon years using the Synchro models. The operational analyses will assess volume-to-



capacity (v/c) ratios, Level of Service (LOS) and queuing with Existing, Future Background (without development) and Future Total (with development) traffic conditions.

From the analysis results for the base year, we will identify any existing deficiencies for baseline reference. We will then compare the performance of the scenarios without and with the Grant Drive extension for all horizon years to assess the merit and implications of providing the new road connection. The need for any further road improvements (e.g., provision of additional auxiliary turn lanes) and/or modifications to traffic control devices (e.g., addition of traffic control signals) to address outstanding deficiencies will be determined. Whether these measures are required due to non-site traffic (i.e. Existing or Future Background) or the increase in traffic resulting from study area development will also be assessed.

As part of this task, we will conduct a cursory assessment of whether the proposed Grant Drive extension could improve safety performance of the study area road network. This review will consider collision history, roadway and roadside features, access configurations, geometric design characteristics, traffic operational efficiency, sight visibility, traffic control signal operation, illumination, and potential traffic conflicts within the corridors. Applicable guidelines, standards and research papers will be relied upon to identify possible safety countermeasures and anticipated benefits.

### Task 6 – Prepare Report

We will document the study findings and recommendations in a comprehensive written report. Once drafted, we will conduct an internal quality review of the document and submit the draft report to the City and MTO (if appropriate) for review (denoted as D1 on **Figure 1**). We have assumed four weeks for City and MTO staff to provide comments.

We will revise the Draft Report to address any comments received from the City and MTO and submit the final version with technical appendices (traffic data and detailed analysis output) (denoted as D2 on **Figure 1**).

### Task 7 – Meetings and Site Visit

We have included the following events over the study:

- ▶ Meeting 1 (denoted as M1 on **Figure 1**) – Brief project start-up teleconference with City staff to confirm the project goals and objectives, review the work plan and schedule, confirm lines of communication and request relevant background data and information.
- ▶ Meeting 2 (denoted as M2 on **Figure 1**) – Pre-study meeting with City and MTO staff at the Ministry’s offices in North Bay to review traffic impact study processes, relevant policies, assumptions, procedures and approvals (per Section 4.2.1 of RFP).
- ▶ Site Visit (also denoted as M2 on **Figure 1**) – Travel from North Bay to Temiskaming Shores following the pre-study meeting to observe existing traffic operations, roadway cross-sections and pavement conditions, operating speeds, intersection configurations and control, pavement marking and signing, adjacent land uses, etc. within the study area (preferably with City staff). Existing conditions will be documented through digital photographs, video and sketches.
- ▶ Meeting 3 (denoted as M3 on **Figure 1**) – Project meeting with Temiskaming Shores staff at City Hall offices to review the study findings and discuss recommendations prior to submitting the draft Study Report (per Section 4.2.2 of RFP).
- ▶ Meeting 4 (denoted as M4 on **Figure 1**) – Final study submission meeting with City and MTO staff at the Ministry's offices in North Bay to review the study findings and impacts of the proposed recommendations, such as road widening, traffic control



features and proposed public entrances (per Section 4.2.3 of RFP).

We will prepare and circulate minutes following each meeting.

### 3.3 Schedule

The **Project Schedule** shown in **Figure 1** identifies the anticipated start and completion dates of the work plan tasks and denotes proposed deliverables and meetings.

The schedule reflects the timetable to complete the Final Report before 1 October 2018 per the RFP. We intend to commence work immediately following notice of award and have overlapped certain activities to expedite the schedule. We note that the schedule is preliminary and can be further detailed or adjusted to better suit the City's requirements. Opportunities to refine or further fast-track certain phases of the study can be discussed at the Project Start-up Meeting.

The submission of our final deliverables in a timely fashion will require careful schedule control and depend on:

- ▶ Acquiring background information and data from the City, MTO and other stakeholders in a timely manner and at no cost. We understand this information will remain the property of the City or MTO;
- ▶ Being able to perform the work efficiently and without undue delay from factors beyond our control; and
- ▶ Receiving timely feedback on submittals, requests for information and direction, and meeting requests.

### 3.4 Deliverables

We will produce five paper copies and one electronic copy of the Draft and Final Report (one version of each). We will also provide technical appendices and analysis files, including Synchro models, with the Final Report.

### 3.5 Assumptions

In preparing this proposal, we have assumed:

- ▶ City staff will give ample notice and compensate the consultant to perform tasks outside this scope of work;
- ▶ City staff will provide ongoing advice and assistance as the project progresses; and
- ▶ Project meetings will be held at the City Hall, MTO's office in North Bay or onsite, as noted in Task 7.

## 4 Fee Schedule

Our upset limit fee to complete the **Grant Drive Extension Traffic Impact Study** is **\$19,520.00 plus HST**, including anticipated disbursements for travel, data collection and printing. Our estimates for traffic counts and

The **Work Plan** provided in **Figure 2** identifies the personnel and person-hours for professional and technical staff to complete each task. We have incorporated time for project management and quality control into our resource estimates.

For activities outside the work plan specified above, costs will be incurred directly on a time and materials basis subject to a separate client authorization prior to commencing work. Such activities may include attending additional meetings, conducting supplementary technical analyses, and/or preparing additional versions of the Study Report. Our normal hourly rates are \$180.00 per hour for principals and \$85.00 to \$135.00 per hour for technical staff, exclusive of HST and disbursements.

Disbursements will be charged on a cost-recovery basis with a 5% mark-up. The rates quoted will be in effect for the duration of the assignment.



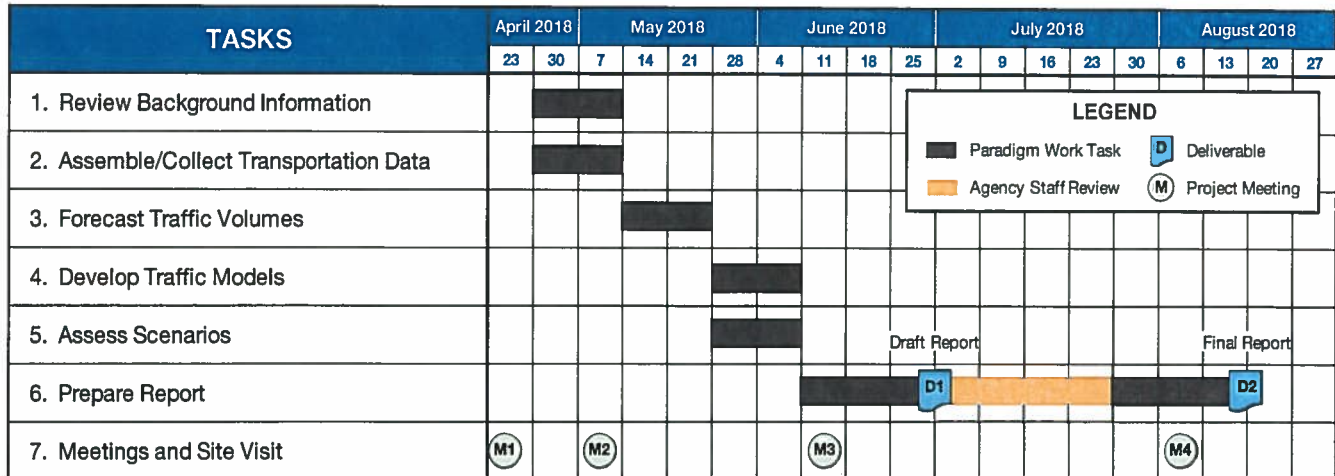
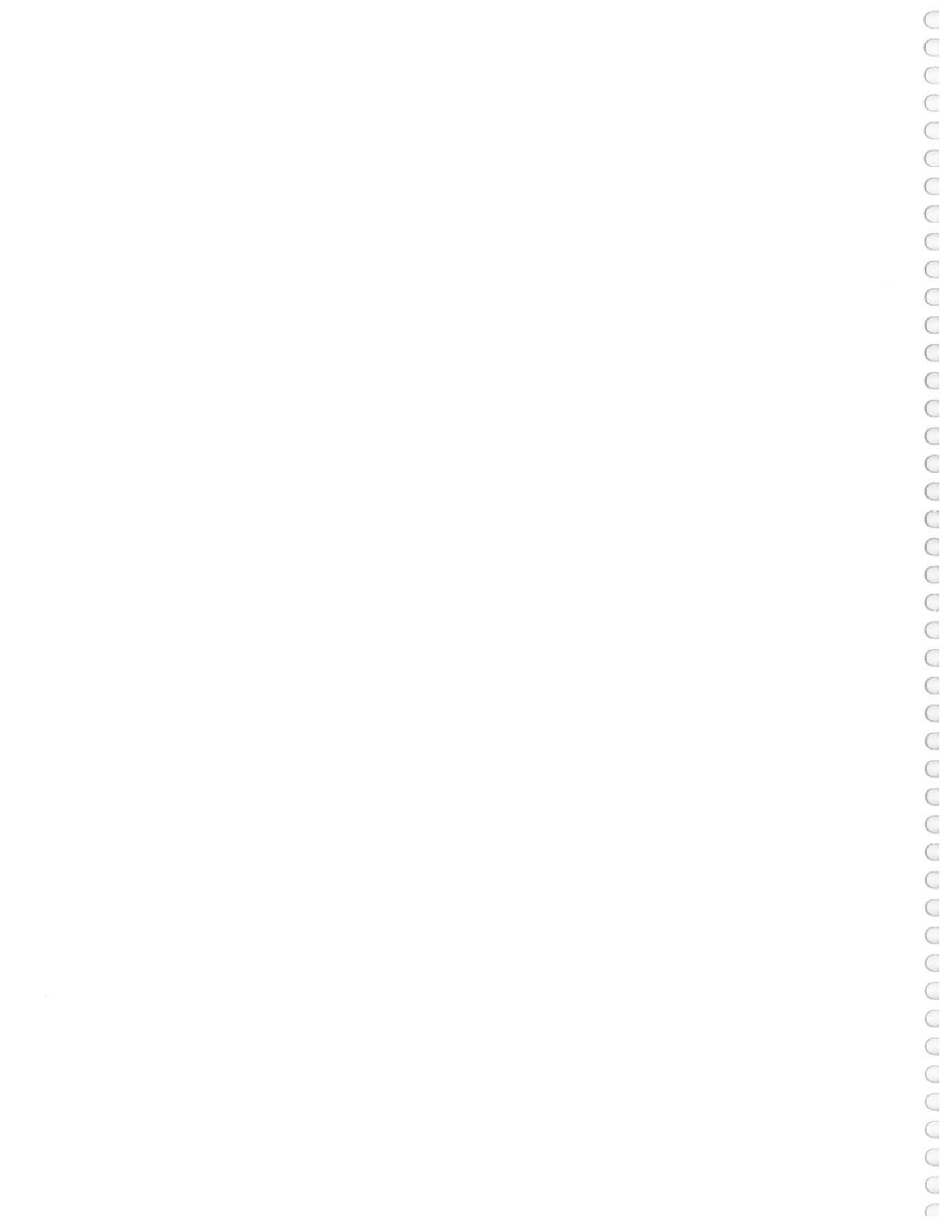


FIGURE 1: PROJECT SCHEDULE

TASKS	Gene Chartier Project Manager	Heather Goodman Technical Support	TOTAL TIME	TOTAL FEES	DISBURSEMENTS
1. Review Background Information		4	4	\$340	
2. Assemble/Collect Transportation Data	2	16	18	\$1,720	\$2,500
3. Forecast Traffic Volumes		8	8	\$680	
4. Develop Traffic Models	2	12	14	\$1,380	
5. Assess Scenarios		24	24	\$2,040	
6. Prepare Report	8	40	48	\$4,840	\$1,000
7. Meetings and Site Visit	12	16	28	\$3,520	\$1,500
<b>TOTAL TIME</b>	<b>24</b>	<b>120</b>	<b>144</b>		
<b>HOURLY RATES</b>	<b>\$180</b>	<b>\$85</b>			
<b>TOTAL FEES/DISBURSEMENTS</b>	<b>\$4,320</b>	<b>\$10,200</b>		<b>\$14,520</b>	<b>\$5,000</b>
<b>UPSET LIMIT (excluding HST)</b>					<b>\$19,520</b>

FIGURE 2: WORK PLAN







# Appendix A

## Corporate Experience





## Environmental Assessments

Environmental Assessment (EA) legislation establishes requirements for the planning of transportation facilities that ensures full consideration of the natural, social and economic environment. The EA process also ensures that all stakeholders are informed and have opportunity to participate in the planning process.

The challenge in most environmental assessment projects is in finding the proper balance between transportation objectives and the resulting economic, social and natural environmental impacts. This balance is determined in part, by the degree of consensus among community stakeholders, decision makers and approving agencies.

Paradigm has extensive experience in conducting environmental assessment projects for numerous transportation facilities. Our approach is work with a multidisciplinary team of specialists selected to meet the unique needs of each assignment.

## services

- Travel Demand -Forecasting/Modeling
- Transit, Pedestrian & Cycling Systems
- Traffic Operations Analysis
- Transportation Noise Assessment
- Public Consultation
- Traffic Calming



Proposed Cross-Section Alternatives



Proposed Alignment Alternative

## Representative Projects

- Clair Road EA, City of Guelph
- Airport Road EA, London
- University Avenue EA, Waterloo
- Highland Road EA, Kitchener
- Highway 24 Planning Study, MTO
- Edinburgh Road Extension, Guelph
- C.H. Meier Blvd and McCarthy Blvd, City of Stratford
- Uptown Waterloo Transportation EA
- Derry Road EA, Halton
- Regional Road 17 EA, Woolwich
- Westmount Road EA, Noise Assessment, Waterloo
- Victoria Road EA, Kitchener
- Bridge 25 EA, Woolwich
- Hespeler Road EA, Cambridge
- Bridge Street Extension EA, Waterloo



## Traffic Impact Studies

The impact of new development on traffic operations is a matter of major importance to roadway authorities. This is related to increasing peak period congestion on urban roadways, the need to maintain high levels of safety and limited funding to keep roadway facilities in a state of good repair. Provision of a traffic impact study along with a development application is a common requirement across Ontario.

Paradigm is actively involved in conducting traffic impact studies on an on-going basis for a wide variety of developments. Our proven, successful approach utilizes several important features:

- We work closely with the development planners to understand project requirements and constraints.
- We also work closely with roadway authorities to fully understand their concerns and requirements.
- We utilize up-to-date data and traffic analysis tools to ensure the analyses is technically sound.
- Company principals are involved in each project to ensure recommendations are sound and will have a high likelihood of acceptance.

## services

- Travel Demand - Forecasting/Modeling
- Transit, Pedestrian & Cycling Systems
- Traffic Operations Analysis
- Transportation Noise Assessment
- Public Consultation
- Traffic Calming



One Hundred Victoria, Kitchener

## Representative Projects

Traffic Impact Studies (TIS) are often required to address a variety of issues. Recent traffic studies that illustrate the range of our experience include:

- 401/97 Commercial Centre TIS, Waterloo Region
- Chatham-Kent Hospital Traffic Study, Chatham
- Glendale Waste Transfer Station TIS, St. Catharines
- Westmoreland Condominiums Parking & Traffic Study, Toronto
- Lambton Hospital Traffic & Parking Study, Sarnia
- Meadowlands of Ancaster Traffic Study, Ancaster
- Point Edward Casino Traffic & Parking Study, Sarnia
- Forest City Industrial Park TIS, London
- Tim Horton Donuts Traffic Studies, Numerous sites
- Collier Rd Industrial Park TIS, Thorold
- Gateway Development TIS, Sault Ste. Marie



160 King, N. Proposed Development



## Traffic Operations and Safety

Public concerns regarding fiscal restraint and the economic, social and environmental impact of new and improved transportation facilities are increasing the amount of attention being given to improving the efficiency of our existing transportation systems, managing travel demand and improving the coordination between transportation and land use decision making. Our traffic engineering services are focused on getting more value from the existing transportation infrastructure in order to respond to these concerns.

Whether the need is to optimize the efficiency and safety of intersections, reduce the social impact of traffic in the community or ensure that the transportation needs of new development are provided, our highly qualified team can provide the services required.

Paradigm staff have conducted a wide variety of traffic operations studies employing a wide variety of specialized traffic engineering tools as stand alone projects or as a component of larger scale Transportation, Environmental Assessment or Impact Studies.

### services

- Travel Demand - Forecasting/Modeling
- Transit, Pedestrian & Cycling Systems
- Traffic Operations Analysis
- Transportation Noise Assessment
- Public Consultation
- Traffic Calming



### Representative Projects

- Uptown Waterloo
- Downtown Cambridge
- Downtown Kitchener
- Downtown Guelph
- Hespeler Road, Cambridge
- University of Western Ontario, London
- Fairway Road, Kitchener
- Traffic impact study guidelines, Region of Niagara
- MTO Traffic Operations Analysis, County of Simcoe
- Highland Road, Kitchener
- Manitou Drive, Kitchener
- Saturation Flow Study, Waterloo
- Boler Road/Commissioners Road, London
- University Avenue, Waterloo
- Kortright East Traffic Management Plan, Guelph
- Transit Priority Study, CUTA
- Kitchener West Side Study







## Sub-Area Transportation Plans

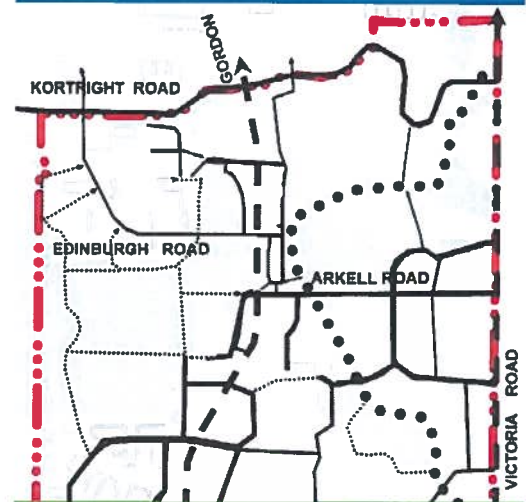
Many of our transportation services require the consideration of transportation needs within a smaller sub-area of a large urban or rural area. While the principles outlined for our Transportation Master Plans are maintained, our planning approach also generally includes:

- Roadside interview cordon origin destination surveys
- Development of sub-area models that consider the influences of growth and transportation improvements outside the immediate sub-area.
- Employment of special techniques and state-of-the-art models that provide more realistic traffic assignments and improved estimates of intersection turning movements.
- Recognition that model outputs need to be interpreted rather than used directly.

Paradigm's sub-area transportation planning experience includes comprehensive community plans, downtown transportation studies, transportation planning services to large industrial developments and large scale traffic impact analyses. Our plans include all modes of transportation, involving auto's, transit, truck, rail, air, water, pedestrian and cycling.

## services

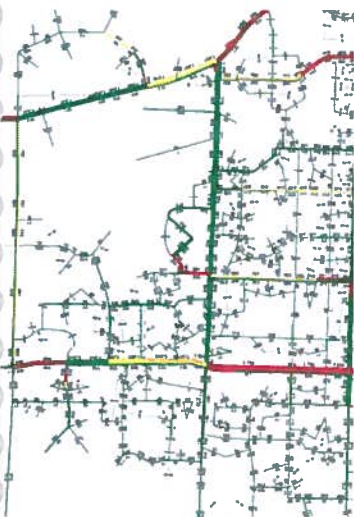
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- Traffic Calming

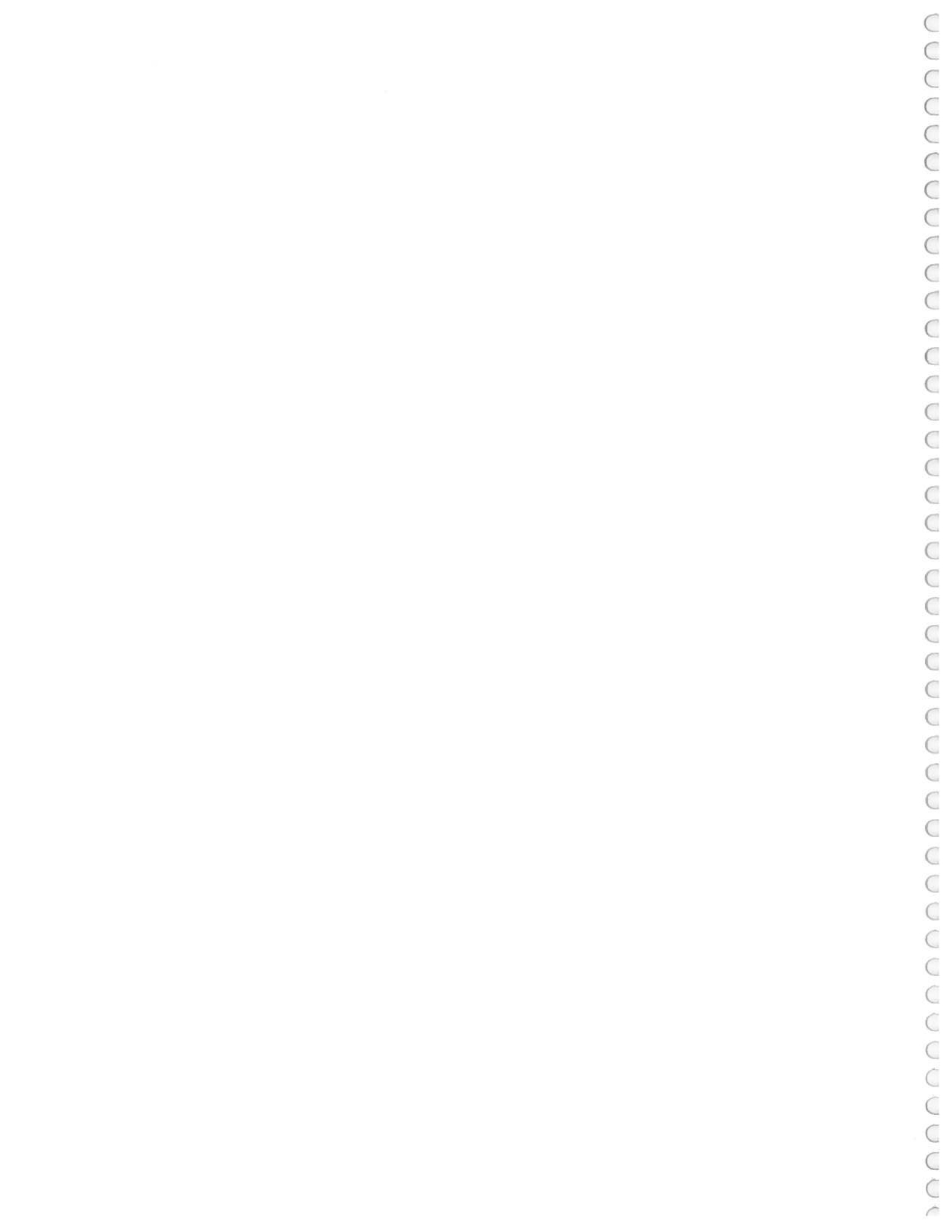


Proposed Bicycle Network, Guelph

## Representative Projects

- Uptown Waterloo Transportation Study
- Downtown Cambridge Traffic and Streetscape Study
- Downtown Kitchener Traffic Study
- Uptown Waterloo Development Traffic Study
- South Gordon Community Plan Traffic and Road Network Study
- Hanlon Creek Business Park Traffic Study, Guelph
- Ward One Community Plan Traffic Study, Guelph
- Pinebush Industrial Park Area Traffic Study, Cambridge
- Meadowlands Transportation Study, Ancaster
- Northeast Community Plan, Stratford
- Kitchener Downtown West Side Study
- Hespeler East Community Traffic Study
- Riverbend Community Plan Transportation Study, London







## Travel and Market Surveys

Plans for effective and efficient transportation improvements are directly dependant on reliable, objective and detailed information on travel patterns, travel behavioral characteristics and customer preferences.

Paradigm has conducted a wide variety of travel surveys to meet the data requirements of the full range of transportation, traffic, parking and public transit projects. We have developed a number of unique data collection strategies that have enabled the required data to be collected efficiently at a high level of accuracy and in a manner that maintains the necessary level of safety for staff and motorists. Our experience in utilizing travel survey data in the many transportation planning studies we carry out provides us a clear understanding of the how travel surveys need to be designed and carried out to meet the needs of any particular study.

### services

- Travel Demand -Forecasting/Modeling
- Transit, Pedestrian & Cycling Systems
- Traffic Operations Analysis
- Transportation Noise Assessment
- Public Consultation
- Traffic Calming

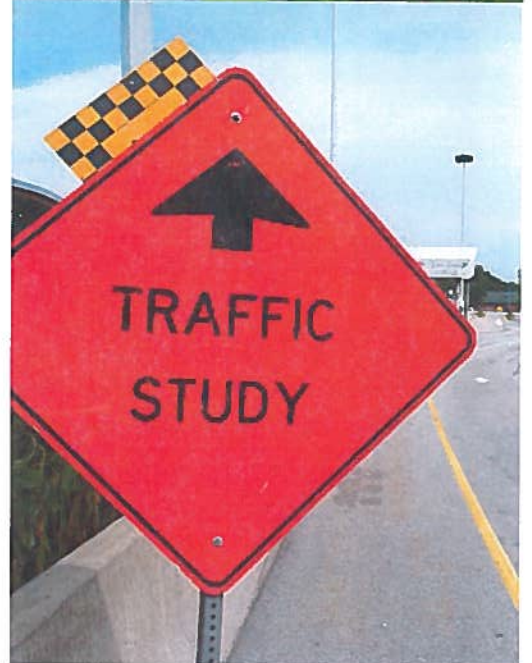


### Representative Projects

- Ontario-New York Border Crossings Traffic Study
- Ontario-Michigan Border Crossings Traffic Study
- Uptown Waterloo Travel Survey
- Highway 24 Corridor Travel Survey
- Guelph-Wellington Travel Survey
- Central Hamilton Truck Routing Survey
- Lambton and Windsor Hospital Employee and Patron Surveys
- Providence Centre Parking Survey
- Oakville Transit On-Board Travel Survey
- HSR Customer Service Survey (Hamilton)
- Windsor, Essex, Brantford, St. Thomas, Saskatoon,



Surveying in Transit





# Appendix B

## Résumés







# Gene Chartier M.A.Sc., P.Eng., FITE

Vice-President

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## Work Experience

### **2014–present** Vice-President

Paradigm Transportation  
Solutions Limited  
Toronto, ON

### **2010-2014** Associate and Senior Project Manager

Hatch Mott MacDonald Limited  
Markham, ON

### **2005-2010** Deputy CAO/Commissioner of Planning and Public Works

Township of Scugog  
Port Perry, ON

### **1995-2005** Manager of Transportation Planning and Design

Regional Municipality of  
Durham  
Whitby, ON

### **1992-1995** Transportation Engineer

Borough of East York  
Toronto, ON

Mr. Chartier has over 26 years of experience in transportation, civil engineering and urban planning covering a broad range of fields. Prior to entering the private sector in 2010, Gene held progressively responsible positions with small and large municipalities in the Greater Toronto Area. His diverse public and private sector experience provides Gene with a broad perspective on current issues and approaches in the transportation, land use and municipal engineering fields.

Over his career, Gene has successfully completed major and complex planning studies (including Official Plan, Secondary Plan and Development Charge By-law reviews), transportation and infrastructure master plans, class environmental assessments, and integrated land use, urban design and transportation corridor plans. He also has experience in conducting traffic operations and safety reviews involving urban and rural roads, and municipal road design and construction projects. Mr. Chartier has specific expertise in active transportation, traffic calming, transportation demand management, roundabouts, travel demand forecasting, parking, and demographics. Gene is very familiar with the approvals process for land development, and has appeared on several occasions before the Ontario Municipal Board to provide expert testimony.

An active principal of the firm, Mr. Chartier is responsible for delivering technical, project management and quality control services on assignments for our public and private sector clients.

## Education

- ▶ Master of Applied Science, Civil Engineering (Transportation)  
University of Waterloo, 1992
- ▶ Bachelor of Applied Science, Civil Engineering, Option in Management Sciences  
University of Waterloo, 1991

## Professional Affiliations

- ▶ Professional Engineers Ontario
- ▶ Institute of Transportation Engineers (Fellow) – Canadian District Director (2015-2018), and Past President of the Canadian District (2009-2011) and Toronto Section (1998)
- ▶ Ontario Good Roads Association – Intersection Design Course Coordinator (2002-2017)

## Community Involvement

- ▶ Community and High School Football Coach

## Representative Projects

### Environmental Assessments and Facility Planning

**Role:** Project Director, Project Manager, Transportation Planner, Traffic Engineer, Design Engineer, Quality Control Auditor

**Services Provided:** Travel Demand Forecasting, Traffic Operations Analysis, Need and Justification, Evaluation of Alternatives, Conceptual and Preliminary Design, Public and Stakeholder Consultation, Council Presentations, Project Management

### Municipal Roads

- ▶ Barton Street and Fifty Road Class EA Study (Hamilton) (in progress)
- ▶ Main Street and Queen Street Class EA Study (Brampton) (2017)
- ▶ Mississauga Road Widening Class EA Study (Brampton) (2016)
- ▶ King Vaughan Road Bridge Replacement Class EA Study (Vaughan) (2016)
- ▶ Winston Churchill Boulevard Widening Class EA Study (Brampton/Halton Hills) (2014)
- ▶ Highway 50 Widening Class EA Addendum (Brampton/Vaughan) (2014)
- ▶ CP Rail Crossing at New Coronation Road Class EA Study (Whitby) (2014)
- ▶ Ajax Downtown Road Network Improvements Class EA Study (2014)
- ▶ Mayfield Road Widening Class EA Study (Brampton/Caledon) (2014)
- ▶ Halton Peel Freeway Corridor Definition Study (Halton Hills) (2013)
- ▶ Kitney Drive Extension Class EA Study (Ajax) (2013)
- ▶ Second Island Access Class EA Study (Scugog) (2008)
- ▶ Adelaide Avenue/Manning Road Connection Class EA Study (Whitby/Oshawa) (2005)
- ▶ Harmony Road Widening Class EA Study (Oshawa) (2005)
- ▶ Consumers Drive Extension Class EA Study (2005)
- ▶ Brock Road Widening Class EA Study (Pickering) (2004)
- ▶ Gibb Street/Olive Avenue Connection Class EA Study (Oshawa) (2004)
- ▶ Toronto Street (Highway 47) Reconstruction Class EA Study (Uxbridge) (2004)
- ▶ 5<sup>th</sup> Concession-14<sup>th</sup> Avenue Connection Alignment Study (Pickering) (2004)
- ▶ Rossland Road Extension Class EA Study (Oshawa) (2004)
- ▶ Ritson Road Reconstruction Class EA Study (Oshawa) (2003)
- ▶ Taunton Road Widening Class EA Study (Durham Region) (2003)
- ▶ Westney Road Widening Class EA Study (Ajax) (2002)
- ▶ Salem Road Connection Class EA Study (Ajax) (1999)
- ▶ Westney Road Realignment Study (Pickering) (1999)
- ▶ Curity Avenue Closure Class EA Study (East York) (1994)

### Provincial Highways

- ▶ Stevenson Road Interchange Class EA and Detail Design (Oshawa) (2004)
- ▶ Salem Road Interchange Class EA and Detail Design (Ajax) (2002)
- ▶ Feasibility of New Ramps at Liverpool Road and Highway 401 Interchange Study (Pickering) (2003)
- ▶ Highway 401 Interchange Justification Study (Durham Region) (1999)
- ▶ Highway 407 Extension Individual EA and Studies (Durham Region) (2005)





## Transportation Impact Studies

**Role:** Project Manager, Transportation Planner, Traffic Engineer, Peer Reviewer

**Services Provided:** Traffic Forecasting, Traffic Operations Analysis, Safety Analysis, Technical Review, Conceptual Design, Stakeholder Consultation, Council Presentations, Project Management

- ▶ New School TIS (Parry Sound) (in progress)
- ▶ Drive-Thru Restaurant Queuing Study (Whitchurch-Stouffville) (in progress)
- ▶ Residential TIS and Phasing Plan, Barton Street (Hamilton) (in progress)
- ▶ Residential Subdivision TIS (Picton) (in progress)
- ▶ Gas Station and Retail/Office Commercial TIS (Pickering) (in progress)
- ▶ Residential TIS, Harmony Road (Oshawa) (2017)
- ▶ Technical review of residential and commercial development (Aurora) (2017)
- ▶ Technical review of TIS and TDM Plan for large mixed-use development (Oakville) (2017)
- ▶ Food Store and Retail TIS (Picton) (2017)
- ▶ Golden Plough Lodge TIS (Cobourg) (2017)
- ▶ Residential Apartment TIS, Yonge Street (Aurora) (2017)
- ▶ Townhouse TIS and Access Review, Steeles Avenue (Brampton) (2017)
- ▶ Peer review of TIS for commercial development (Toronto) (2016)
- ▶ Residential Subdivision Access Review (Brant County) (2016)
- ▶ Technical review of TIS for Fast Food Restaurant, Elizabeth Street (Brighton) (2016)
- ▶ Arena, Community Centre and Fire Hall Redevelopment TIS, Rebecca Street (Oakville) (2016)
- ▶ Contractor's Yard TIS, Thickson Road (Whitby) (2016)
- ▶ Place of Worship TIS, Jane Street (Vaughan) (2016)
- ▶ Residential Apartment TIS, Silver Spear Road (Mississauga) (2016)
- ▶ Technical review of TIS Terms of Reference for Residential and Commercial Redevelopment (Oakville) (2016)
- ▶ Mixed-Use/Contractor's Yard TIS and TDM Plan, Bayly Street (Ajax) (2016)
- ▶ Townhouse Site Access Review (Hamilton) (2015)
- ▶ Recycling Centre TIS, South Edgeware Road (St. Thomas) (2015)
- ▶ Technical review of TIS and Site Plan for Convenience Store and Gas Bar, Prince Edward Street (Brighton) (2015)
- ▶ Fast-Food Restaurant Expansion TIS, Sidney Street (Belleville) (2015)
- ▶ Truck Sales and Service Dealership TOA, Evans Avenue (Toronto) (2015)
- ▶ Residential Apartments TIS, Sheppard Avenue West (Toronto) (2015)
- ▶ Plastics Manufacturing Plant TIS, Abbotside Way (Caledon) (2015)
- ▶ Auto Repair Facility TIS, Select Avenue (Toronto) (2014)
- ▶ Technical review of Access Requirements for Supermarket, Queen Street, Acton (Halton Hills) (2013)
- ▶ Evaluation of Intersection Locations for Single-detached Residential, Sixth Line (Halton Hills) (2011-2012)
- ▶ Evaluation of Intersection Locations for Townhouse, Nichol Avenue (Whitby) (2012)
- ▶ Technical review of TIS for Markham Sports, Entertainment and Cultural Centre (Markham) (2012)



**Traffic Operations and Safety**

**Role:** Project Manager, Traffic Engineer

- ▶ Technical review of Residential Subdivision Application, Taunton Road (Whitby) (2011)
- ▶ Technical review of over 50 other TIS submissions

**Services Provided:** Traffic Forecasting, Traffic Operations Analysis, Safety Analysis, Program Development, Policy Formulation, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Region of Halton Travel Time and Delay Study (in progress)
- ▶ Town of Halton Hills Travel Time and Delay Study (in progress)
- ▶ Norfolk County Traffic Engineering Services (in progress)
- ▶ Railway Grade Crossing Assessments (Mississauga) (in progress)
- ▶ Highway 60 Rehabilitation Temporary Traffic Signal Review (Huntsville) (in progress)
- ▶ St. Matthews Catholic School Traffic Circulation Study (Toronto) (in progress)
- ▶ Pickering High School Traffic Circulation Study (Ajax) (in progress)
- ▶ Yonge and Wellington Streets Intersection Operational Review and Functional Design (Aurora for York Region) (in progress)
- ▶ Broadway Street Pedestrian Crossing Review and Pedestrian Crossover Design (Tillsonburg) (in progress)
- ▶ Quarter Town Line Corridor Management Study (Tillsonburg) (2017)
- ▶ Derry Road Pavement Markings (Milton) (2017)
- ▶ Guelph Line and 25 Sideroad Sightline Assessment (Halton Hills) (2017)
- ▶ County Road 2 Signal Timing Review (Cobourg) (2017)
- ▶ Trafalgar Road and Glenashton Drive Counts (Oakville) (2017)
- ▶ Town of Oakville Pedestrian Safety Program (2017)
- ▶ 1 Hurontario Street Traffic Safety Review (Mississauga) (2017)
- ▶ Apple Creek Boulevard and McIntosh Drive Operational Review (Markham) (2017)
- ▶ Joseph Street, George Street, Washington Street and Robinson Street Operational Review (Markham) (2017)
- ▶ Gravel Road Speed Limit Review (Centre Wellington) (2016)
- ▶ County Road 33 and Old Wooler Road Traffic and Safety Review (Brighton) (2016)
- ▶ East to West Wastewater Diversion Class EA Traffic Management Plan (Brampton) 2016)
- ▶ Elgin Street and Ontario Street Traffic and Safety Review (Cobourg) (2016)
- ▶ Sanofi Pasteur Campus Traffic and Parking Review (Toronto) (2016)
- ▶ Need and Justification Study for Vallentyne (Brock) (in progress)
- ▶ Monsignor John Pereyma Catholic Secondary School Traffic Circulation Study (Oshawa) (2016)
- ▶ Putnam Bridge Reconstruction Traffic Management Plan (Brant County) (2016)
- ▶ Burlington GO Station South Bus Loop Reconfiguration Review (for Metrolinx) (2015)
- ▶ Country Road 18 and County Road 74 Signal Timing Review (Hamilton Twp.) (2015)
- ▶ Pickering GO Station Bus Loop Reconfiguration Review (for Metrolinx) (2015)



- ▶ Burlington GO Station Temporary Parking Lot Access Review (for Metrolinx) (2015)
- ▶ Pavement Marking Design (York Region) (2013)
- ▶ Roadside Safety Devices Assessment (York Region) (2013)
- ▶ Highway 7 Corridor Traffic Engineering and Preliminary Design Study (Vaughan) (2013)
- ▶ Highway 50 Trunk Sanitary Sewer Construction Traffic Management Plan (Brampton/Vaughan) (2012)
- ▶ Danby Road Connection Review (Halton Hills) (2012)
- ▶ Review of Illegal Stopping on Frontage Roads at Toronto Pearson International Airport (2012)
- ▶ Stevenson Road Traffic Operations Review (Oshawa) (2011)
- ▶ Taunton Road Traffic Safety Audit (Durham Region) (2011)
- ▶ Boundary Road and Old Scugog Road Operational Review (Scugog) (2008)
- ▶ Paxton Street and Area Transportation Review (Scugog) (2006)
- ▶ Highway 7A Traffic Study (Scugog) (2006)
- ▶ Toronto Street and Mill Street Operational Review and Design Study (Uxbridge) (2005)
- ▶ Thickson Road Six Lane Operational and Safety Review (Whitby) (2004)
- ▶ Simcoe Street (Columbus) Corridor Safety Review (Oshawa) (2003)
- ▶ Consumers Drive Operational Safety Review (Whitby) (2002)
- ▶ Kingston Road Design Opportunities Study (Pickering) (2002)
- ▶ Regional Road 5 Safety Review (Whitby/Oshawa) (2002)
- ▶ King Street Corridor Safety Study and Courtice Median Design Study (Clarington) (2002)
- ▶ Kingston Road Median Study (Pickering) (2002)

### Transportation Master Plans

**Role:** Project Manager, Transportation Planner, Traffic Engineer, Design Engineer, Quality Control Auditor

**Services Provided:** Research, Demographic Forecasting, Travel Demand Forecasting, Network Analysis, Evaluation of Alternatives, Program Development, Policy Formulation, Conceptual Design, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Township of Scugog Development Charges Update Transportation Background Study (in progress)
- ▶ Town of Caledon Transportation Master Plan (2017)
- ▶ Terms of Reference for Brant-Brantford-Guelph-Waterloo-Wellington Strategic Transportation Study (2016)
- ▶ Terms of Reference for Region of Waterloo Transportation Master Plan Update (2015)
- ▶ Town of Halton Hills Transportation Master Plan (2011)
- ▶ Region of Durham Transportation Master Plan (2005)

### Sub-Area Transportation Plans

**Role:** Project Manager, Transportation Planner, Traffic Engineer

**Services Provided:** Survey Design and Execution, Travel Demand Forecasting, Traffic Operations Analysis, Program Development, Policy Formulation, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Premier Gateway West Scoped Traffic Study (Halton Hills) (in progress)
- ▶ Caledon Whitebelt Visioning Exercise Preliminary Transportation Assessment (Caledon) (2016)
- ▶ Leaside Residential Neighbourhood Transportation Monitoring Program (Toronto) (1995)



### Community and Secondary Plans

**Role:** Project Manager, Transportation Planner, Traffic Engineer, Land Use Planner

- ▶ Thorncliffe Park Transportation Monitoring Program (Toronto) (1994)

**Services Provided:** Travel Demand Forecasting, Traffic Operations Analysis, Program Development, Policy Formulation, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Mayfield West Stage Two, Phase 2 Secondary Plan Transportation Study Update (Caledon) (in progress)
- ▶ Premier Gateway Phase 1B Employment Area Secondary Plan Transportation Study (Halton Hills) (in progress)
- ▶ Riverfront Community Master Plan Transportation Study (Niagara Falls) (in progress)
- ▶ Innisfil Heights Employment Area Secondary Plan Transportation Study (Innisfil) (2016)
- ▶ Coleraine West Employment Land and Proposed North Hill Supermarket Site Transportation Management Plan (Caledon) (2015)
- ▶ Vision Georgetown Transportation Plan (Halton Hills) (2014)
- ▶ Port Perry Employment Area Secondary Plan (Scugog) (2009)
- ▶ Simcoe Street Corridor and Land Use Study (Oshawa) (2005)
- ▶ Courtice Highway 2 Corridor Study and Main Central Area Secondary Plan (Clarington) (2002)

### Travel and Market Surveys

**Role:** Project Manager, Survey Manager, Transportation Planner, Analyst, Quality Control Auditor

**Services Provided:** Research, Survey Design and Execution, Data Analysis, Staff Supervision, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ County of Northumberland Traffic Count Program Design and Quality Control (in progress)
- ▶ Region of York TDM Programs for New Development (2017)
- ▶ City of Pembroke Traffic Count and Origin-Destination Survey Program (2016)
- ▶ Central LHIN Transportation Services System-Wide Data Analysis (2011)
- ▶ Leaside Residential Neighbourhood Transportation Monitoring Program (Toronto) (1995)
- ▶ Thorncliffe Park Transportation Monitoring Program (Toronto) (1994)

### Active Transportation

**Role:** Project Manager, Transportation Planner, Traffic Engineer, Design Engineer

**Services Provided:** Network Analysis, Traffic Operations Analysis, Safety Analysis, Network Development, Policy Formulation, Preliminary and Detailed Design, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Town of Oakville Recreational Trail Accessibility Audit (in progress)
- ▶ Town of Oakville Multi-use Trail and Sidewalk Evaluation Study (in progress)
- ▶ Town of Caledon Transportation Master Plan – Active Transportation Component (2017)
- ▶ Town of Oakville Cycling Facility Design (2017)
- ▶ City of Vaughan On-Road Bike Facilities Design Study (2014)
- ▶ Clark Avenue West Bikeability Review for Proposed Cycle Track (Vaughan) (2014)
- ▶ Durham Region Cycling Plan (2004-2009)
- ▶ Other Bicycle Studies – City of Pickering, City of Oshawa, Town of Whitby, and Borough of East York (1992-2005)



**Roundabouts**

**Role:** Project Manager, Traffic Engineer, Design Engineer

**Services Provided:** Traffic Forecasting, Traffic Operations Analysis, Safety Analysis, Evaluation of Alternatives, Conceptual Design, Preliminary and Detailed Design, Stakeholder and Public Consultation, Council Presentations, Project Management

- ▶ Campbell Road Roundabout Analysis (Milton) (2017)
- ▶ TAC *Canadian Roundabout Design Guide* (2016)
- ▶ Roundabout Analysis and Conceptual Design for Mayfield Road at Winston Churchill Boulevard and at Heritage Road (Brampton/Caledon) (2014)
- ▶ Great Lakes Boulevard and Timeless Drive Mini-Roundabout Analysis and Detailed Design (Oakville) (2012)
- ▶ Nichol Avenue and Adanac Drive Roundabout Analysis and Conceptual Design (Whitby) (2012)

**Municipal Road Design and Construction**

**Role:** Project Director, Project Manager, Design Engineer, Traffic Engineer, Quality Control Auditor

**Services Provided:** Traffic Operations Analysis, Safety Analysis, Preliminary and Detailed Design, Tender Document Preparation, Contract Administration, Public and Stakeholder Consultation, Project Management

- ▶ Leslie Street and 19th Avenue Reconstruction and Jog Elimination (Richmond Hill) (2014)
- ▶ Regional Road 13 Reconstruction (Brock) (2014)
- ▶ Kitney Drive Extension (Ajax) (2014)
- ▶ Town of Ajax Infill Sidewalk and Multi-Use Trail Program (2013)
- ▶ York/Durham Line Reconstruction (Markham/Pickering) (2012)
- ▶ Construction of Turning Lanes on Dufferin Street (Vaughan) (2011)
- ▶ Old Simcoe Road Reconstruction (Scugog) (2010)
- ▶ Water Street Reconstruction (Scugog) (2010)
- ▶ John Street Reconstruction (Scugog) (2009)
- ▶ Paxton Street Reconstruction (Scugog) (2008)
- ▶ King Street Reconstruction (Scugog) (2008)
- ▶ Edgerton Road Bridge Rehabilitation (Scugog) (2008)
- ▶ Mary Street Reconstruction (Scugog) (2007)
- ▶ Jobb Road Bridge Replacement (Scugog) (2007)
- ▶ Old Scugog Road and Church Street Reconstruction (Scugog) (2006)
- ▶ Simcoe Street Reconstruction (Scugog) (2005)
- ▶ Taunton Road Widening (Durham Region) (2005)
- ▶ River Street Reconstruction (Brock) (2005)
- ▶ Brock Road/CP Rail Grade Separation (Pickering) (2004)
- ▶ Raglan Road Reconstruction (Whitby/Oshawa) (2004)
- ▶ Township of Scugog Sidewalk Improvement Program (2005-2010)
- ▶ Township of Scugog Rural Road Rehabilitation Program (2005-2010)
- ▶ Various Intersection Improvement Projects (Durham Region) (1999-2005)

**Transportation Policy**

**Role:** Project Manager, Transportation Planner, Traffic Engineer, Design Engineer, Policy Planner

**Services Provided:** Research, Evaluation of Alternatives, Policy Formulation, Guideline Development, Public and Stakeholder Consultation, Council Presentations, Project Management

- ▶ Town of Oakville Transportation Impact Assessment Guidelines (in progress)
- ▶ Town of Oakville Transportation Demand Management Guidelines (in progress)



- ▶ CITE *Guidelines for the Installation of Turn Lanes at Driveways* (in progress)
- ▶ Transportation Association of Canada (TAC)/Canadian Institute of Transportation Engineers (CITE) *Canadian Guide to Neighbourhood Traffic Calming Update* (2018)
- ▶ TAC *Canadian Roundabout Design Guide* (2016)
- ▶ Region of Durham Traffic Management Guideline for Hamlets (2014)
- ▶ Town of Whitby Construction Tender Preparation Software Assessment (2014)
- ▶ Town of Whitby Official Plan Review – Transportation Policy Review (2013)
- ▶ Township of Scugog Official Plan Review (2010)
- ▶ Port Perry Downtown Development Strategy (Scugog) (2010)
- ▶ Port Perry Downtown Heritage Conservation District Plan (Scugog) (2010)
- ▶ Township of Scugog Development Charges By-Law Review (2010)
- ▶ CITE *Promoting Sustainable Transportation Through Site Design* (2005)
- ▶ Region of Durham Access Management Policy Guidelines Study (2002)
- ▶ ITE *Innovative Bicycle Treatments: An ITE Informational Report and Alternative Treatments for At-Grade Pedestrian Crossings* (2001)
- ▶ Region of Durham Development Charges By-Law Reviews (1999, 2003)
- ▶ TAC/CITE *Canadian Guide to Neighbourhood Traffic Calming* (1998)
- ▶ Borough of East York Parking Standards Review (1995)
- ▶ Borough of East York Traffic Calming Policy (1994)

### Expert Witness

**Role:** Expert Witness

**Services Provided:** Evidence Preparation, Expert Testimony, Liaison with Counsel and Participants

- ▶ Appeared and subpoenaed as expert witness before the Ontario Municipal Board to provide testimony on traffic engineering and transportation planning matters involving residential (apartment, town houses), commercial (convenience store, gas station, office, large-format retail) and industrial (generating station, gravel pit) development proposals





# Heather Goodman B.Eng., EIT, MITE

## Transportation Consultant

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### Work Experience

#### 2015–present

##### Transportation Consultant

Paradigm Transportation Solutions Limited  
Toronto, ON

#### 2014

##### Transportation Planning Co-op Student

Hatch Mott MacDonald Limited  
Markham, ON

#### 2012-2013

##### Technical Summer Student

Regional Municipality of Durham  
Whitby, ON

Ms. Goodman is a graduate of the Civil Engineering program at McGill University, where she specialized in Transportation Engineering. She has engineering experience gained in both municipal government public service and private consulting practice.

Ms. Goodman's professional experience includes transportation policy planning, environmental assessments, transportation impact studies, transportation simulation modeling, traffic operations analysis, parking studies, transportation software applications and public meetings.

As a Transportation Consultant, Ms. Goodman's responsibilities include undertaking and reviewing technical analyses, preparing reports, quality assurance and completing field investigations.

### Education

- ▶ Master of Engineering, Civil Engineering – Transportation Engineering and Planning, University of Toronto, expected completion (2019)
- ▶ Bachelor of Engineering, Civil Engineering – Internship Program, McGill University, 2016

### Professional Affiliations

- ▶ Association of Professional Engineers Ontario – Engineering Intern (EIT)
- ▶ Institute of Transportation Engineers (Member) – *excite* Committee Member (2015-present)

### Specialized Training

- ▶ Work Zone Traffic Control & Safety (OHSA and OTM Book 7 Temporary Conditions) Supervisor (non-freeway) & TCP, Ontario Traffic Council, 2017
- ▶ Advanced Signal Timing, Ontario Traffic Council, 2017
- ▶ Synchro Studio Intermediate Topics Training, Trafficware, 2017
- ▶ Advanced Transportation Impact Studies, Ontario Traffic Council, 2016

## Representative Projects

### Transportation Policy

Role: Policy Planner

**Services Provided:** Research, Evaluation of Alternatives, Policy Formulation, Guideline Development, Report Writing

- ▶ Transportation Demand Management Plan (Town of Oakville) (in progress)
- ▶ CITE *Guidelines for the Installation of Turn Lanes at Driveways* (in progress)
- ▶ Town of Caledon Zoning By-law Review – Parking, Loading and Delivery (2016)
- ▶ TAC *Canadian Roundabout Design Guide* (2014)
- ▶ Region of Durham Traffic Management Guideline for Hamlets (2014)

### Transportation Master Plans

Role: Transportation Planner

**Services Provided:** Research, Evaluation of Alternatives, Report Writing, Public Consultation

- ▶ Township of Scugog Development Charges Update Transportation Background Study (in progress)
- ▶ County of Oxford Transportation Master Plan (in progress)
- ▶ Town of Caledon Transportation Master Plan (2017)

### Community and Secondary Plans

Role: Transportation Planner

**Services Provided:** Research, Report Writing

- ▶ Thundering Waters Secondary Plan Transportation Study Terms of Reference (Niagara Falls) (2015)

### Travel and Market Surveys

Role: Transportation Planner

**Services Provided:** Research, Report Writing

- ▶ ATR Traffic Count Program Terms of Reference (Northumberland County) (2016)

### Environmental Assessments and Facility Planning

Role: Technical Analyst

**Services Provided:** Research, Evaluation of Alternatives, Conceptual and Preliminary Design, Report Writing

- ▶ Winston Churchill Boulevard Widening Class EA Study (Brampton/Halton Hills) (2014)
- ▶ CP Rail Crossing at New Coronation Road Class EA Study (Whitby) (2014)
- ▶ Ajax Downtown Road Network Improvements Class EA Study (2014)

### Traffic Operations and Safety

Role: Technical Analyst, Transportation Planner

**Services Provided:** Traffic Forecasting, Traffic Operations Analysis, Safety Analysis

- ▶ Queensway and Norfolk Street Traffic Signal Synchronization Review (Norfolk County) (in progress)
- ▶ Cross Street and Rose Glen Road Signal Timing Plan (Municipality of Port Hope) (in progress)
- ▶ County Road 2 Signal Timing and Progression Review (Northumberland County) (2017)
- ▶ Yonge and Wellington Intersection Operational Review and Functional Design (Aurora for York Region) (2017)
- ▶ Need and Justification Study for Vallentyne (Brock) (2017)
- ▶ Broadway Street Pedestrian Crossing Review (Town of Tillsonburg) (2016)
- ▶ Aggregate Pit Truck Operations Analysis (Ayr) (2016)
- ▶ Burlington GO Station South Bus Loop Reconfiguration Review (for Metrolinx) (2015)





**Transportation Impact Studies**

**Role:** Technical Analyst, Transportation Planner

- ▶ Country Road 18 and County Road 74 Signal Timing Review (Northumberland County) (2015)

**Services Provided:** Traffic Forecasting, Traffic Operations Analysis, Safety Analysis, Conceptual Design, Report Writing

- ▶ Industrial Development TIS, Line 6 (Bradford) (in progress)
- ▶ New JK-12 School Development TIS, Isabella Street (Parry Sound) (in progress)
- ▶ Commercial Centre TIS, Highway 9 & CR 27 (Schomberg) (2018)
- ▶ Mixed-Use Development TIS & PS, Bayfield Street (Barrie) (in progress)
- ▶ Residential Single Family Development, Helena Street (Fort Erie) (2018)
- ▶ Residential & Retirement Residence Development, 16th Avenue East (Owen Sound) (2018)
- ▶ Residential Apartment TIS, Pancake Lane (Pelham) (2017)
- ▶ Residential Condominium and Apartment Development TIS, Grand River Avenue (Brantford) (2017)
- ▶ Residential Condominium Development TIS, Grays Road (Hamilton) (2017)
- ▶ Residential Transportation Phasing Assessment, Fruitland-Winona Secondary Plan Area (Hamilton) (2017)
- ▶ Residential Apartment and Condominium Development, Grand River Avenue (Brantford) (2017)
- ▶ Residential Apartment Development Traffic Impact Assessment, Green Road (Hamilton) (2017)
- ▶ New High School Development TIS, Arkell Road (Guelph) (2017)
- ▶ Industrial Plan Traffic Brief, Arnold Sayeau Drive (Delhi) (2017)
- ▶ Industrial Subdivision Development TIS, Holiday Inn Drive (Cambridge) (2017)
- ▶ Residential Block Townhouse Development TIS, Harmony Road (Oshawa) (2017)
- ▶ Residential Condominium Development TIS, Yonge Street (Aurora) (2017)
- ▶ Residential Single Family Development TIS, Southdale Line (Central Elgin) (2017)
- ▶ Mixed Use Commercial & Residential Development TIS, Oxford County Road 17 (Woodstock) (2017)
- ▶ Arena Expansion TIS, South Service Road (Hamilton) (2017)
- ▶ Residential Development TIS, George Street (Port Stanley) (2016)
- ▶ Residential Townhouse Development TIS, Blackburn Drive (Brantford) (2016)
- ▶ Commercial Retail Development TIS, West Street (Brantford) (2016)
- ▶ Commercial Development TIS, Henry Street (Brantford) (2016)
- ▶ Shale Quarry TIS, 22<sup>nd</sup> Side Road (Halton Hills) (2016)
- ▶ Mixed Use Commercial & Residential Development TIS, Grand Avenue South (Cambridge) (2016)
- ▶ Residential & Commercial Development TIS, Grand Avenue South (Cambridge) (2016)
- ▶ Industrial Warehouse TIS, Oak Park Road (Brantford) (2016)
- ▶ Residential Townhouse Development Traffic Study, Durham Street (Kincardine) (2016)



- ▶ Residential & Commercial Development TIS, Main Street East (Grand Bend) (2016)
- ▶ Resort Residential Development TRIS, Silver Lakes Road (Sauble Beach) (2016)
- ▶ Downtown Guelph Parking Structure TIS, Wilson Street (Guelph) (2016)
- ▶ Recycling Centre TIS, South Edgeware Road (St. Thomas) (2015)
- ▶ Plastics Manufacturing Warehouse Expansion TIS, Market Drive (Milton) (2015)
- ▶ Worship Centre TRIS, Palladium Way (Burlington) (2015)
- ▶ Residential Development TRIS, Elgin Street (Cambridge) (2015)

### **Neighbourhood Traffic Calming**

**Role:** Technical Analyst, Transportation Planner

### **Municipal & Institutional Parking**

**Role:** Technical Analyst, Transportation Planner

**Services Provided:** Traffic Operations Analysis, Safety Analysis, Evaluation of Alternatives, Conceptual Design, Public and Stakeholder Consultation

- ▶ Leaside Traffic Calming Study, Leaside Property Owners Association (2017)

**Services Provided:** Survey Design and Administration, Parking Demand Forecasting, Parking Analysis, Evaluation of Alternatives

- ▶ Restaurant Parking Study, Water Street (Port Perry) (in progress)
- ▶ Mixed-Use Development Parking and Access Study, Bayfield Street (Barrie) (in progress)
- ▶ Residential Block Townhouse Development Parking and Access Study, Harmony Road (Oshawa) (2017)
- ▶ Mixed Use Commercial & Residential Parking and Access Study, Princess Street (Brooklin) (2017)
- ▶ Residential Parking Utilization Study, Plains Road West (Burlington) (2017)
- ▶ Arena Expansion Parking Study, South Service Road (Hamilton) (2016)
- ▶ Restaurant, Gas Station & Car Wash Parking Study, Southgate Drive (Guelph) (2015)
- ▶ Plastics Manufacturing Warehouse Expansion Parking Study, Market Drive (Milton) (2015)



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

**By-law No. 2018-055**

**Being a by-law to authorize entering into an Agreement  
with Mitchell Jensen Architects Inc. for the preparation of  
a Feasibility & Planning Study and Schematic Design for  
the New Liskeard Branch Library**

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

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

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

**And whereas** Council considered Administrative Report No. PW-020-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility Study for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900.00 plus applicable taxes for consideration at the April 3, 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 an Agreement with Mitchell Jensen Architects Inc. for the preparation of a Feasibility Study for the relocation of the New Liskeard Library as detailed in Request for Proposal PW-RFP-008-2018 at an upset limit of \$17,900.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make 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 3<sup>rd</sup> day of April, 2018.

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Mayor - Carman Kidd

---

Clerk - David B. Treen



Schedule "A" to

**By-law 2018-055**

Agreement between

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

and

**Mitchell Jensen Architects Inc.**

for the preparation of a Feasibility & Planning Study  
and Schematic Design (NL Library)

**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**Mitchell Jensen Architects Inc.**  
(hereinafter called “the Consultant”)

Witnesseth:

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

**Article I:**

The Consultant will:

- a) Provide all material and perform all work described in the following guiding documents:
  - i. Request for Proposal PW-RFP-008-2018; and
  - ii. Mitchel Jensen Architects Inc. submission in response to PW-RFP-008-2018, attached hereto as Appendix 01.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director of Public Works, all the work by **October 31<sup>st</sup>, 2018.**

**Article II:**

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Seventeen Thousand, Nine Hundred Dollars and Zero Cents (\$17,900.00) plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article III:**

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed

to this Form of Agreement and together with the plans relating thereto, and listed in the Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

**Article IV:**

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Consultant:

**Mitchel Jensen Architects Inc.**  
124a Main St. East  
North Bay, Ontario  
P1B 1A8

Attn.: Nathan Jensen

The Owner:

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

Attn.: Mitch Lafreniere

**Remainder of this page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Consultant’s Seal )

**Mitchel Jensen Architects Inc.**

\_\_\_\_\_  
Principal – Nathan Jensen

\_\_\_\_\_  
Witness Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor - Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2018-055**

Form of Agreement



City of Temiskaming Shores  
New Liskeard Library Relocation  
PW-RFP-008-2018

Feasibility & Planning Study and Schematic Design –

**City of Temiskaming Shores  
PW-RFP-008-2018**

Feasibility & Planning Study and Schematic Design – New Liskeard Library Relocation

PW-RFP-008-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, MITCHELL JENSEN ARCHITECTS INC.

(Registered Company Name/Individuals Name)

Of, 124a Main St. E., North Bay, ON P1B 1A8

(Registered Address and Postal Code)

Business:

Phone Number ( 705 ) - 474.3250

Fax Number ( 705 ) - 474.0737

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	Total with HST
Fixed Fee (less HST)	\$ <u>17,900.00</u>	\$ <u>20,227.00</u>



**City of Temiskaming Shores  
PW-RFP-008-2018**

Feasibility & Planning Study and Schematic Design – New Liskeard Library Relocation

**NON-COLLUSION AFFIDAVIT**

I/We MITCHELL JENSEN ARCHITECTS 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

MITCHELL JENSEN ARCHITECTS INC.

Title

Nathan Jensen, Principal



City of Temiskaming Shores  
New Liskeard Library Relocation  
PW-RFP-008-2018

Feasibility & Planning Study and Schematic Design –

**City of Temiskaming Shores  
PW-RFP-008-2018**

Feasibility & Planning Study and Schematic Design – New Liskeard Library Relocation

**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:

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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 North Bay this 16 day of March, 2018.

FIRM NAME: MITCHELL JENSEN ARCHITECTS INC.

BIDDER'S AUTHORIZED OFFICIAL: Nathan Jenesn

TITLE: Principal

SIGNATURE: 

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

**By-law No. 2018-056**

**Being a By-law to authorize the entering into a Lease Agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Kitchen at Riverside Place**

**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 CS-010-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement to enter into a lease agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Riverside Place Kitchen for Council's consideration at the April 3, 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 execute a lease agreement with Liv N' Gracie's (Lisa Vandermeer) for the use of the Riverside Place Kitchen, attached hereto as Schedule "A" and forming part of this by-law.
2. That the Clerk be authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule as may be deemed necessary after its passage.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

Dated this 3<sup>rd</sup> day of April, 2018

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

And

**LIV N' GRACIE'S (LISA VANDERMEER)**

---

**LEASE**

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Shelly Zubyck  
Director of Corporate Services  
THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
P.O. Box 2050  
HAILEYBURY, Ontario  
POJ IK0

This lease made this 3<sup>rd</sup> day of April, 2018.

Between:

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

And:

**LIV 'N Gracie's (Lisa Vandermeer)**  
(hereinafter called the "Tenant")

**Whereas** the Landlord is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming.

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

**1. Leased Premises**

The Landlord hereby demises and leases to the Tenant part of the Landlord's Building known as the Riverside Place Kitchen containing a rentable area located at the Riverside Place in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

**2. Term**

**To hold** the premises for a term commencing on March 1<sup>st</sup>, 2018 to July 26<sup>th</sup>, 2018.

**3. Rent**

The Tenant shall pay the Landlord Seventy Five Dollars (\$75) plus applicable taxes per week payable each Monday during the term.

**4. Tenant's Covenants**

- a) **Rent** – to pay rent;
- b) **Cleaning** – to pay any costs associated with additional or increased staff time to clean the premises resulting directly from the use by the Tenant;
- c) **Telephone** – to pay when due the cost of telephone supplied to premises if required;
- d) **Insurance** - to provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the Landlord prior to occupying the facilities and

thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.

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



engaged by the Landlord but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the Landlord shall submit to the Tenant or the Landlord's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the Landlord; and

- k) **Use of Building** - the Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of food preparation.

## 5. Landlord's Covenants

The Landlord covenants with the Tenant;

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

## 6. Provisos

Provided always and it is hereby agreed as follows:

- a) **Rental Requests** – The Tenant will reschedule their use of the premises should the Landlord receive and approve a request for rental of the Riverside Place;
- b) **Fixtures** - The Landlord may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Landlord's fixtures in or upon the premises, whether placed there by the Landlord or by the Tenant, shall be the Tenant's property without compensation therefore to the Landlord and shall not be removed from the premises at any time (either during or after the term);
- c) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Tenant, instead of re-building or making the premises fit for the purpose of the Landlord, may at its option terminate this lease on giving to the Landlord within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Landlord is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Landlord shall immediately deliver up possession of the premises to the Tenant;

- d) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Landlord or to the employees of the Landlord or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Landlord;
- e) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Tenant shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Tenant shall be relieved from the fulfillment of such obligation and the Landlord shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- f) **Default of Landlord** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Landlord to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Tenant shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- g) **Bankruptcy of Landlord** - In case without the written consent of the Tenant the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Landlord or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Landlord shall at any time be seized in execution or attachment by any creditor of the Landlord or if the Landlord shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Landlord is a company any order shall be made for the winding up of the Landlord), then in any such case this lease shall at the option of the Tenant cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Tenant may re- enter and take

possession of the premises as though the Landlord or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;

- h) Distress** - The Landlord waives and renounces the benefit of any present or future statute taking away or limiting the Tenant's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Landlord on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;
- i) Right of re-entry** - On the Tenant's becoming entitled to re-enter the premises under any of the provisions of this lease, the Tenant in addition to all other rights may do so as the agent of the Landlord, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Landlord, and receive the rent therefore, and as agent of the Landlord may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Landlord shall be liable to the Tenant for any deficiency;
- j) Right of termination** - The lease may be terminated by the Tenant for any valid reason with providing thirty (3) days written notice. On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises thirty (30) days' notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises
- k) Right of Renewal** – The Tenant shall have the right, if not otherwise in default, of renewing the lease. Terms and conditions to be negotiated at signing. The Tenant shall be required to give written notice of his intention to renew the lease on or before the 15<sup>th</sup> day of June prior to the commencement of the renewal term;
- l) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Tenant, to it, at c/o Shelly Zubycck, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Landlord, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

## **7. Headings**

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

## **8. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

**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 )

**LIV N' Gracie's (Lisa Vandermeer)**

\_\_\_\_\_  
Signature – Lisa Vandermeer

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**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. 2018-057**

**Being a by-law to provide for advanced voting to be held  
prior to the 2018 Election Voting Day - October 22, 2018**

**Whereas** Section 43 of the Municipal Election Act, 1996, provides that the Council of a municipality shall, by by-law, establish one or more dates for an advance vote, and the hours during which voting places shall be open on that date or dates;

**And whereas** Section 44 of the Municipal Elections Act, 1996 provides that a person who is entitled to be an elector in a local municipality may appoint another person who is also so entitled as his or her voting proxy;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary to establish advance vote locations, dates and times for consideration at the April 3, 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 following advance voting locations, dates, and times are hereby approved where all Temiskaming Shores electors can vote:
  - a) Riverside Place located at 55 Riverside Drive on Friday, October 12, 2018 between the hours of 10:00 a.m. and 7:00 p.m.;
  - b) Dymond Community Hall located at 181 Drive-In Theatre Road on Saturday, October 13, 2018 between the hours of 10:00 a.m. and 5:00 p.m.; and
  - c) City Hall located at 325 Farr Drive on Monday, October 15, 2018 between the hours of 10:00 a.m. and 7:00 p.m.
2. That Section 44 of the Municipal Elections Act, 1996 being the appointment of voting proxy shall apply.

**Read a first, second and third time and finally passed** this 20<sup>th</sup> day of March, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-058**  
**Being a by-law to adopt a Municipal Elections Procedural**  
**Policy for the 2018 Municipal Election**

**Whereas** Section 12 (1) of the Municipal Election Act, 1996, provides that a clerk who is responsible for conducting an election may provide for any matter or procedure that is not otherwise provided for in an Act or regulation and in the clerk's opinion, is necessary or desirable for conducting the election;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law for the adoption of a Municipal Election Procedural Policy.

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

1. That the Council of the City of Temiskaming Shores adopts a Municipal Elections Procedural Policy for the 2018 Municipal Election, a copy hereto attached as Schedule "A" and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



**Schedule "A" to  
By-law No. 2018-000**

## **Municipal Election Procedural Policy**

In accordance with  
**Municipal Elections Act, 1996 as amended**



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## 1. Elections Officers

The Municipal Clerk, for the purposes of the municipal election, shall select and appoint in writing Elections Officers. This will include Supervisors, Accu Vote Tabulator (AVT Clerks), Revision Clerks, Deputy Returning Officers (DRO), Voting Clerks, Assistants and Runners. No candidate or spouse of a candidate is eligible to be appointed as an elections officer.

If an election officer does not attend at the opening of the voting place or becomes unable to perform his/her duties at the voting place, the Municipal Clerk shall appoint another person to act in his/her place. No person shall be appointed an election officer who has not attained the age of eighteen years.

Election Officers will be remunerated at the following rates for services:

Supervisor	\$200.00 per day (Advance and Election Day) \$ 50.00 for training seminar
DRO	\$175.00 per day (Advance and Election Day) \$100.00 per day (for Institutions) \$ 50.00 for training seminar
Revision Clerk	\$175.00 per day (Advance and Election Day) \$ 50.00 for training seminar
AVT Clerk	\$175.00 per day (Advance and Election Day) \$ 50.00 for training seminar
Voting Clerk	\$150.00 per day (Advance and Election Day) \$ 75.00 per day (for Institutions) \$ 50.00 for training seminar
Assistant	\$150.00/day (Election Day) to assist people with disabilities
Runner	\$100.00/day (Election Day) to go from Station to Station

## 2. Duties of Elections Officers

### 2.1. Voting Place Supervisors - Duties

The Voting Place Supervisors shall provide assistance to Election Officers within its Voting Place as well as assist electors in accordance with this policy, the Municipal Elections Act, 1996, the Education Act and the training and directions received from the Municipal Clerk.

### 2.2. Deputy Returning Officer (DRO) - Duties

The Deputy Returning Officers (DROs) shall perform all statutory duties in

accordance with this policy, the Municipal Elections Act, 1996, the Education Act, and the training and directions received from the Municipal Clerk.

### **2.3. Voting Clerks - Duties**

The Voting Clerks shall assist the DROs in the performance of the duties of his/her office and shall obey his/her orders, perform all duties in accordance with this policy, the Municipal Elections Act, 1996, the Education Act, and the training and directions received from the Municipal Clerk.

### **2.4. Accu Vote Tabulator Clerks (AVT Clerks) – Duties**

The AVT Clerks shall operate the Vote Tabulators in accordance with this policy, and the training and directions received from the Municipal Clerk.

### **2.5. Revision Clerks – Duties**

The Revision Clerks at the voting place shall complete necessary forms for the purpose of revising the Voters' List in accordance with the Municipal Elections Act, 1996, perform all duties in accordance with this policy and the training and directions received from the Municipal Clerk.

## **3. Oaths**

Every Supervisor, Deputy Returning Officer, Voting Clerk, Revision Clerk, Accu Vote Tabulator Clerk, Assistant, Scrutineer, Election Officer and any other person authorized to attend at a voting place shall, before entering upon his or her duties, take and subscribe an Oath on **Form EL10** for the DRO and **Form EL11** for all others.

## **4. Accessible Elections**

Our mission is to identify, remove and prevent accessibility barriers, and to treat everyone equally with respect, without discrimination because of a disability.

The municipality shall provide an election in a way that respects the dignity and independence of people with disabilities. Election officers will give the electors with disabilities the same opportunity to access the voting place as other electors.

Election officers will communicate with electors with disabilities in ways that take into account their disability. Election officers who communicate with electors will be trained on how to interact and communicate with electors with various types of disabilities.

Election officers shall welcome electors with disabilities who are accompanied by a service animal in the voting place. The Municipal Clerk will ensure that all election officers are properly trained on how to interact with electors with disabilities who are accompanied by a service animal.

Election officers shall welcome electors with disabilities who are accompanied by a support person. Any elector with disability accompanied by a support person will be

allowed to enter the voting place with his or her support person.

In the event of a planned or unexpected disruption in the facility usually used by electors with disabilities, the Municipal Clerk will make every reasonable effort to provide notice of the disruption in service to the public, including information about the reason for the disruption, its anticipated duration, and a description of alternative facilities, if any are available. Notice will be provided as soon as possible, including but not limited to public service messages in print or broadcast multimedia, on the City’s website at [www.temiskamingshores.ca](http://www.temiskamingshores.ca) or by any other method that may be reasonable under the circumstances as soon as reasonably possible. The information will be communicated in a manner that takes into account the person’s disability.

The Municipal Clerk will provide accessibility customer service training to all election staff, including election officers and third parties.

An Accessible Customer Service Feedback Form will be available to the public at all voting places. This process will provide the public with the opportunity to give feedback on the provision of municipal services to electors with disabilities.

## 5. Voting Days

Regular Voting Day: Pursuant to Section 5 of the *Municipal Elections Act, 1996* voting day in a regular election is the fourth Monday in October. When a holiday falls on this Monday, voting day will be the next succeeding day which is not a holiday. In 2018, voting day will be **Monday, October 22, 2018**.

Advanced Voting: Pursuant to Section 43 of the *Municipal Elections Act, 1996*, at least 30 days before voting day, the council shall pass a by-law establishing one or more dates for advance vote and the hours during which voting places shall be open.

## 6. Voting Places

Pursuant to Section 45 of the *Municipal Elections Act, 1996*, in choosing a location for a voting place, the Municipal Clerk shall have regard to the needs of electors with disabilities. The voting place boundaries shall include an area outside the buildings.

### 6.1. Definition of Elector

Section 17.(2) of the *Municipal Act* states that a person is entitled to be an elector at an election held in a local municipality if, on voting day, he or she,

- (a) resides in the local municipality or is the owner or tenant of land there, or the spouse of such owner or tenant;
- (b) is a Canadian citizen;
- (c) is at least 18 years old; and

(d) is not prohibited from voting under subsection 17.(3) or otherwise by law.

## **6.2. Persons prohibited from voting**

Section 17.(3) of the Municipal Act states that the following are prohibited from voting:

1. A person who is serving a sentence of imprisonment in a penal or correctional institution.
2. A corporation.
3. A person acting as executor or trustee or in any other representative capacity, except as a voting proxy in accordance with section 44.
4. A person who was convicted of the corrupt practice described in subsection 90 (3), if voting day in the current election is less than five years after voting day in the election in respect of which he or she was convicted.

## **6.3. Advance Voting**

The following advance voting locations, dates and times are hereby approved where **all** Temiskaming Shores electors can vote:

- (a) Riverside Place located at 55 Riverside Drive on **Friday, October 12, 2018** between the hours of 10:00 a.m. and 7:00 p.m.; and
- (b) Dymond Community Hall located at 181 Drive-In Theatre Road on **Saturday, October 13, 2018** between the hours of 10:00 a.m. and 5:00 p.m.;
- (c) City Hall located at 325 Farr Drive on **Monday, October 15, 2018** between the hours of 10:00 a.m. and 7:00 p.m.

## **6.4. Regular Voting Day – Monday October 22, 2018 from 10:00 a.m. to 8:00 p.m.**

The following regular voting places are hereby approved:

1. For electors that reside or own property in the former Township of Dymond at the **Dymond Community Hall** located at 181 Drive-In Theatre Road
2. For electors that reside or own property in the former Town of New Liskeard at **Riverside Place** 55 Riverside Drive; and
3. For electors that reside or own property in the former Town of Haileybury at **City Hall** 325 Farr Drive.

## **7. Notice Requirements**

### **7.1. Elections Officers**

Advertising for Election Officers will be posted on the City’s website and in the

media.

## **7.2. Voters' List**

Notice encouraging electors to attend City Hall to view the Voters' List to ensure all of their information is correct will be advertised. Any revisions to the Voters' List can be done by completing an Application to Amend the Voters' List.

## **7.3. Advanced Vote & Proxy Voting**

Dates and times for the Municipal Election and Advance Vote as well as information on Proxy Voting will be advertised to the public.

## **7.4. Nominations**

Notice advertising for candidates for the **October 22, 2018 Municipal Elections** will be provided.

All notices mentioned above, may include but is not limited to public service messages in print or broadcast multimedia, City's website at [www.temiskamingshores.ca](http://www.temiskamingshores.ca), Facebook, local newspapers, posting of notice, at City Hall or any other place as prescribed by the Municipal Clerk and by any other method that may be reasonable under the circumstances as soon as reasonably possible.

## **8. Voters' List**

The preliminary list of electors (PLE) will be sent to the Municipal Clerk who will prepare revisions and return the PLE to the Municipal Property Assessment Corporation (MPAC) by the date agreed upon by the Municipal Clerk and MPAC. The Municipal Clerk can correct any errors on the PLE until September 1, 2018. On September 1, 2018 the corrected list becomes the Voters' List and shall be reproduced by the Municipal Clerk.

Revisions to the Voters' List can be done between **September 2 and October 22, 2018**, by making application in writing to the Municipal Clerk using the Application to Amend Voters' List **Form EL15** and **Form EL16**.

One copy of the Voters' List shall be kept at the office of the Municipal Clerk throughout the period of revision of the Voters' List, available for public inspection during normal office hours, under supervision only. One copy of the Voters' List will be distributed to the candidates pursuant to Section 23 of the Act at no charge. **Candidates may request a Voters List by using Form EL14 (Candidate's Declaration–Proper Use of Voters' List).**

It is noted that all Voters' Lists are for election purposes only and not for Commercial purposes, and each list produced should have affixed a warning from the Municipal Clerk that the list is to be used for election purposes only.

For school board purposes, a voter shall cast his or her votes subject to the information provided by the Voters' List in respect to that voter. Notwithstanding the foregoing, any voter may make application for revision of school board support on voting day up to the close of the voting place.

## **9. Appointment of Scrutineer**

Any candidate appointing a scrutineer to represent him or her during the voting, counting of votes and recounting of votes, shall make the appointment in writing using the Appointment of Scrutineer **Form EL12(A)** and shall provide one copy of such appointment to the Municipal Clerk and one copy to the Scrutineer to show proof of his or her appointment to the election official in charge of the voting place or where votes are being counted. The form should also have information advising scrutineers of the secrecy of proceedings under the Act. Before being admitted to a Voting Place, a scrutineer shall show his appointment and take the Oral Oath of Secrecy **Form EL12(B)** from the Supervisor.

A Municipal Council appointing a scrutineer during the voting, counting of votes and recounting of votes on By-laws or Questions, shall make the appointment in writing using the Appointment of Scrutineer **Form EL13**, and shall provide one copy of such appointment to the Municipal Clerk and one copy to the Scrutineer to show proof of his or her appointment to the election official in charge of the voting place or where votes are being counted. The back of the form should advise the scrutineer of the secrecy of proceedings under the Act.

## **10. Declaring an Emergency**

If an emergency is declared by the Municipal Clerk under Section 53 of the Act, it is recommended that the Ontario Provincial Police be immediately notified.

## **11. Nominations**

**Nomination Day is Friday, July 27, 2018.** Nominations will be accepted **until 2:00 p.m.** that day.

Pursuant to Section 33 of the Act a person may be nominated for an office by filing a nomination in the Clerk's office, in person or by an agent and such nomination must be endorsed by at least 25 persons, and they may endorse more than one nomination. Persons endorsing a nomination must be an eligible voter of the municipality on the day that the person endorses the nomination. Original signatures are required.

The Municipal Clerk may post names unofficially as received, including date and time, clearly identified as unofficial, in the municipal office and on the City's website for public display.

The Municipal Clerk shall examine and certify nominations pursuant to Section 35 of the Act on **Monday, July 30, 2018**, and prepare the “List of Certified Candidates” on **Form EL07**.



If the number of nominations filed for an office and certified is less than the number of persons to be elected to the office, additional nominations for the remaining vacant seats must be filed between 9:00 a.m. and 2:00 p.m. **on Wednesday, August 1, 2018** and the Clerk must certify or reject each nomination by 4:00 p.m. **on Thursday, August 1, 2018**.

Candidates who file more than one nomination should be advised by the Municipal Clerk that in the instances where a candidate who has been nominated for an office is nominated for another office to which the Act applies, the first nomination shall be deemed to have been withdrawn at the time the second nomination is filed. The filing fee is deemed to have been paid with the latest filing, if the two nominations are for the same Council of local board.

Pursuant to Section 33 of the Act, a nomination shall be filed in the Municipal Clerk's office and shall be accompanied by the prescribed nomination filing fee of \$200.00 for Head of Council and \$100.00 for all other offices, which shall be in the form of cash, debit, certified cheque, or money order only. The candidate is entitled to receive a refund of the nomination filing fee if he or she withdraws the nomination under Section 36 of the Act, is elected to the office, or receives at least 2% of the votes cast in the election for the office. Candidates failing to obtain at least 2% of the vote will default the deposit and the Municipal Clerk shall deposit the amount in a trust fund.

Any written withdrawal of a nomination filed in the Municipal Clerk's office pursuant to Section 36 of the Act shall be on the Withdrawal of Nomination **Form EL19** and received no later than 2:00 p.m. on Friday, July 27, 2018.

## **12. Appointment of Voting Proxy**

The Municipal Clerk may delegate authority for the issuance of proxies.

Only a person who is entitled to be on the voters' list (on the voters' list or who's name shall be added to the voters' list pursuant to an Application to Amend Voters' List certified by the Municipal Clerk) may appoint another person who is also so entitled as his or her voting proxy pursuant to Section 44 of the Act.

All proxy appointments shall be made by using the prescribed Form for Appointment of Voting Proxy. The Form may be distributed anytime but cannot be certified by the Municipal Clerk until after Nomination Day on Friday, July 27, 2018.

A person appointed as a proxy may only act for one person, unless the person is the spouse, sibling, parent, child, grandparents or grandchild of the persons making the appointment.

The Municipal Clerk shall keep an active list of all proxy applications certified.

The Municipal Clerk or designate shall be available for proxy certification as follows:

After July 30, 2018:

Regular Office Hours

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Advanced Vote October 12, 2018:	10 a.m. to 7:00 p.m.
Advanced Vote October 13, 2018:	10 a.m. to 5:00 p.m.
Advanced Vote October 15, 2018:	10 a.m. to 7:00 p.m.
Regular Vote October 22, 2018:	10 a.m. to 8:00 p.m.

### **13. Form of Ballot**

The Municipal Clerk shall determine whether separate or composite ballots shall be used in the election and the ballots shall be designed in accordance with Section 41 of the Municipal Elections Act, 1996.

### **14. Vote-Counting Equipment**

In accordance with Section 42 of the Municipal Elections Act, 1996, the Council of a local municipality may pass a by-law authorizing the use of voting and vote-counting equipment.

### **15. Procedures at the Voting Place**

#### **15.1. Persons allowed in the Voting Place**

No person shall remain in the voting place when the vote is being taken or the votes are being counted except those persons permitted under Section 47 of the Act.

#### **15.2. Campaign Material within Voting Place**

No campaign material or literature of any nature relating to any candidate in the election shall be displayed within the voting place. This includes campaign buttons or any other advertising materials.

#### **15.3. Opening of Voting Place**

The Supervisor of the Voting Place shall:

Arrive at least 1 hour prior to the opening of the voting place, and early enough to set up the voting place. Ensure that all necessary supplies and equipment for the voting place have been received, inspect the voting place, confirm arrangements and notify the Municipal Clerk immediately of any problems.

Ensure that every Deputy Returning Officer, Voting Clerk, Revision Clerk, scrutineer, or election officer and other person authorized to attend at a voting place shall, before entering upon his or her duties, take and subscribe an Oath in **Form EL10** for DRO and **Form EL11** for other election officers.

Ensure that all persons entitled to remain in the voting place are wearing the appropriate identification badge.

Arrange voting screens to ensure secrecy, place markers for marking ballots in the

voting screens.

Post Voting Instructions **Form EL29** in clear view of persons entering the voting place, and also affix at least one copy inside each voting screen.

Post at least two copies of Statutory Provisions Regulating Voting Procedures **Form EL34** in clear view of persons in the voting place, and also affix at least one copy inside the voting screen.

Post Notice of Offence - Notice of Corrupt Practice form **EL35** in clear view of persons in the voting place.

Set out all voting place supplies for use at the voting place in an orderly manner.

The DRO (DRO) shall:

Arrive at least 1 hour prior to the opening of the voting station, and early enough to set up its voting polling station. Consult with the person appointed as its Voting Clerk to review his/her duties.

Schedule a time with the Municipal Clerk prior to Election Day to pick up all necessary supplies. Check and count the ballots to ascertain that the ballots supplied are those set out in the receipt and note if any quantity differs. Complete the Certificate and Receipt for Ballots Form **EL25**. Retain the copy of the receipt in your records to be placed in the ballot box and returned to the Municipal Clerk at the close of the voting place.

For the regular voting place, if this has not already been done by the Municipal Clerk, immediately upon receipt of a “List of Persons Who Voted at an Advance Vote”, make or cause to be made an entry on each of the voters' lists for the voting place, opposite the name of each elector whose name appears on the “List of Persons Who Voted at an Advance Vote”, showing that such elector has already voted at the advanced voting.

Candidates or scrutineers may enter the voting place 15 minutes before it opens.

During the fifteen minutes prior to the opening of the voting place, candidates or scrutineers are entitled to inspect ballots, other papers, forms and documents relating to the voting place, but must not impede opening of the voting place.

#### **15.4. Procedures for Voting in Institutions and Retirement Homes**

Open the voting place precisely at the assigned time for the said institution on Election Day for the said institution.

At the opening of the voting place, the DRO is to show the empty ballot box to all present, seal the ballot box, and place seals upon it in such a manner as to prevent it from being opened without breaking the seal. Place the ballot box on a desk, counter, or table so that it is raised above the floor and in full view of all present.

The box shall be kept sealed and after the closing of the voting place for the said Institution the DRO shall deliver the ballot box to the Vote Tabulator Clerk for the purpose of counting the votes.

Post Voting Place poster in a conspicuous, well lit place at the voting place where it can be clearly seen by the electors.

### **15.5. Procedures for Opening of Voting Places using Voting Tabulators**

The Accu Vote Tabulator Clerk (“AVT Clerk”), in the presence of the Supervisor, Election Officers and all scrutineers (if any), shall cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting place.

If the totals are zero for all candidates, by-laws and questions, the AVT Clerk shall request all witnesses to initial the printout, affix the printout to the vote tabulator, and ensure that the printout remains affixed to the vote tabulator until the results are printed by the AVT Clerk after the close of the vote.

If the totals are not zero for all candidates, by-laws and questions, the Supervisor shall immediately notify the Municipal Clerk. If the vote tabulator is not made operational prior to the opening of the voting place, the Supervisor will still open the voting place at precisely 10 o'clock in the forenoon and the AVT Clerk shall conduct the vote using the back-up compartment of the ballot box until such time as the vote tabulator is made operational.

### **15.6. Requests for a Ballot at the Voting Place**

In accordance with Section 52 of the Municipal Elections Act, 1996, the following procedure shall be followed when a person enters a voting place and requests a ballot. The DRO shall give the person a ballot only if satisfied that the person is entitled to vote at the voting place and the person presents the prescribed proof of identity and residence or completes an application in the prescribed form, including a statutory declaration that he or she is the elector shown on the voters’ list.

On receiving an approved application to amend the voters’ list - Form **EL15** issued by the Municipal Clerk or designate, the DRO shall amend the voters’ list in accordance with the application.

The DRO will place its initials on the ballot the elector is entitled to.

The DRO will require the Voting Clerk to indicate on his/her voters' list, opposite the person's name, the numerical order in which the person was given a ballot.

If the DRO, a scrutineer or a candidate objects to the person voting, the DRO shall have the fact of the objection and by whom it was made recorded on the Voters’ List next to the person’s name.

When an objection has been made as described in paragraph 5, the DRO shall give

the person a ballot if the person takes an oath or affirmation stating that he or she is entitled to be an elector for the voting place and has not already voted in the election. The DRO shall record, that the oath was taken, on the Voters’ List by writing “OATH” next to the person’s name.

The DRO may permit an elector who needs assistance in voting to have such assistance, as the DRO considers necessary.

If the DRO is satisfied that such person is the person designated in the voters' list or in a certificate issued by the Municipal Clerk, and that such person is entitled to vote, the DRO shall place his/her initials on the back of the ballot prior to delivering the ballot to the elector.

Upon delivery of the ballot, the elector is required to immediately proceed to the voting screen provided for the purpose of voting and therein to fill in the space provided to the right of the name of the candidate for whom the elector intends to vote for (or to the right of the by-law or question response for which the elector intends to vote for).

The elector must then leave the voting screen without delay and without showing the face of the ballot to anyone hold the ballot face down in order to hide the names of the candidates (or the question) and the marks upon the face of it, as to expose the initials of the DRO and deliver the ballot UNFOLDED to the DRO at institution locations OR to the AVT Clerk at locations where Vote Tabulators are being used.

Upon delivery of the ballot to the DRO or to the AVT Clerk by the elector, the ballot will be placed face down into the ballot box or in the vote tabulator as to not in any way disclose the names of the candidates or marks made by the elector. A person whose ballot is being placed in the vote tabulator will be requested to wait until the ballot has been accepted by the vote tabulator and stored into the ballot box.

A person whose ballot has been placed in the ballot box shall be deemed to have voted and is not, under any circumstances, entitled to another ballot. The elector shall forthwith leave the voting place.

A person whose ballot has been placed in the vote tabulator and the ballot is returned by the vote tabulator i.e. overvoted ballot or damaged or defective ballot, the AVT Clerk shall direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

If a ballot is returned by the vote tabulator and the voter who delivered the ballot declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.

A non-resident elector shall not be permitted to vote in the school board election.

## **15.7. Procedures in Extraordinary Circumstances**

Procedures in extraordinary circumstances shall be referred to the Supervisor.

### **15.7.1. Voter unable to enter Voting Place**

Section 45. (1) of the Municipal Act, states that the Municipal Clerk shall establish the number and location of voting places taking into consideration the most convenient place(s) for electors. Section 45. (2) of the Municipal Act states that the Municipal Clerk must ensure that each voting place is accessible to electors with disabilities. Section 45.(3) of the Act also states that voting place can be located outside its voting subdivision.

A person who is unable to enter the voting place to cast their vote due to physical disability, shall be permitted to vote immediately outside of the voting place. In such circumstances, the Supervisor will obtain a ballot from the appropriate DRO, personally deliver or assign an Election Officer to deliver the appropriate ballot(s) to the voter at the curb or at their vehicle immediately outside the voting place where the voter shall be permitted to mark his or her ballot in secret. The Supervisor or Election Officer shall then without delay and without showing the face of the ballot to anyone, or so displaying it as to make known how the elector has marked it, return the ballot to the voting place and deposit it in the vote tabulator.

### **15.7.2. Voter assistance as necessary – Section 52 of the Election Act**

Pursuant to Section 52 of the Act, the DRO may permit an elector who needs assistance in voting to have such assistance as the DRO considers necessary. The elector requiring assistance shall take the Oral Oath of Incapacity to Vote Without Assistance. Any person providing such assistance to an elector shall take the Oral Oath of Friend of Elector attached as Form **EL27**. All Election Officers have taken the Oath of Secrecy.

### **15.7.3. Oath for Translator – Language Barrier**

Where the DRO does not understand the language of the elector, an interpreter provided by the elector may translate to the elector his or her answers. Any person acting as interpreter for an elector shall take the Oral Oath of Interpreter **EL27**.

### **15.7.4. Voter not on the Voter’s List**

If a person representing himself or herself to be an elector applies to the DRO at the voting place for a ballot and the person's name does not appear on the voters' list or in an Application to Amend the Voters' List Form **EL15** certified approved by the Municipal Clerk or designate as being entitled to vote at the voting place, the person is entitled to have his or her name entered on such voters' list and to receive a ballot and to vote if he or she makes application to the Revision Clerk using the Application to Amend the Voters' List Form **EL15** or the Affidavit of

Residence Form **EL01**. Where a person is voting under an Application to Amend the Voters' List Form **EL15** issued by the Municipal Clerk or designate, the DRO shall enter or cause to be entered on the voters' list maintained by the Voting Clerk the name and address of the person voting.

**15.7.5. An elector requesting to vote that is already shown as having voted**

Where an elector that is entitled to vote at the voting place applies for a ballot and the Voters' List indicates that the person has already voted, the DRO is to refer the elector to the Supervisor.

**15.7.6. Objection to Person Voting**

If the Deputy Returning Officer receives an objection to a person voting, from a scrutineer or a certified candidate, the DRO shall have the fact of the objection and by whom it was made recorded on the Voters' List next to the person's name. Then the DRO shall give the person a ballot if the person takes an Oath of Qualification Form **EL26** stating that he or she is named on the Voters' List for the voting place and has not already voted in the election.

**15.7.7. “Sworn” or “Refused to be Sworn” Affidavit**

In any circumstance where the DRO requires an elector, friend of elector, or interpreter to take an oath or affidavit, the DRO shall enter or cause to be entered on the Voters' List maintained by the Voting Clerk the word "Sworn".

**15.7.8. Ballot Spoiled – Voter Requesting another Ballot**

An elector who has inadvertently dealt with, or accidentally spoiled, his or her ballot in such a manner that it cannot be conveniently used, upon returning it to the Deputy Returning Officer, is entitled to obtain another ballot, and the DRO shall immediately write the word "Cancelled" upon the first-mentioned ballot, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

**15.7.9. Only Voter permitted in Voting Privacy Booth**

Notwithstanding that an elector may require assistance in voting, while an elector is in a voting screen for the purpose of marking the ballot, no other person shall be allowed to enter the booth or to be in a position from which he or she can see how the elector marks the ballot.

**15.7.10. Closing of the Voting Place**

The Supervisor shall close the voting place promptly at 7:00 p.m. on October 12<sup>th</sup> advanced voting day; at 5:00 p.m. on October 13<sup>th</sup> advanced voting day; at 7:00 p.m. on October 15<sup>th</sup> advanced voting day and 8:00 p.m. on the regular voting day. Every elector qualified to vote at the voting place whom is inside the voting place at the time fixed for closing of the voting place, is entitled to vote.

### **15.7.11. Closing of Advanced Voting Place**

**ATV Clerk** - At the end of the Advance Voting, after every ballot has been inserted into the tabulator, the AVT Clerk shall TURN the tabulator OFF. Then remove the memory card and tear the “0” report off the tabulator and insert them in the same envelope, seal it and give to the Supervisor or Municipal Clerk. Immediately after, the AVT Clerk shall mark the ballot box as “Advance Voting and the date” without interference with the seal affixed to the ballot box at the opening of the advanced voting place. The AVT Clerk shall seal the ballot box by placing seals over the ballot slot so that ballots cannot be deposited or withdrawn from it without breaking the seals. Any candidate or scrutineer present who desires to do so can affix his or her seal to the ballot box in such a manner that it cannot be opened or any ballots deposited or withdrawn from it without breaking the seals. The AVT Clerk shall deliver the ballot box and the memory card to the Supervisor or Municipal Clerk for safekeeping.

**DRO** - At the close of the Advance Voting, the DROs shall prepare and deliver to the Supervisor or Municipal Clerk, a List of Persons Who Voted at the Advanced Vote showing the name of persons who have voted on that day and identifying his or her voting place and date. The DRO will place all cancelled, declined and unused ballots for each office, by-law or question in separate envelopes, and clearly endorse upon each envelope an indication as to its contents. The DRO shall also return all other election materials and documents used at the advanced voting place to the Supervisor or Municipal Clerk.

### **15.7.12. Closing of Regular Voting Place**

**ATV Clerk** – At the end of the Regular Voting, after every ballot has been inserted into the tabulator, and for the ATV Clerk located at the City Hall Voting Place, this will include the ballots from all four institutions. The AVT Clerk shall print out two copies of the vote results for its Voting Place allowing at least 1” of paper between the reports for signatures. The AVT Clerk will tear off both copies of the print out and sign the record along with the Supervisor and any other witnesses that he/she deems appropriate i.e. Scrutineers, Candidates, Voting Officers, etc. The AVT Clerk shall remove the memory card and place it in the assigned envelope with a copy of the report. The other copy of the report will be given to the Supervisor who in turn will be provided to the Municipal Clerk so he/she can report the election results to the public.

The AVT Clerk located at the City Hall Voting Place will also be given the memory cards for all of the Advance Votes and he/she will repeat the process to print out the vote results for each of these Advance Votes, affix required signatures, placing each memory card in the assigned envelope with its corresponding copy of the printed signed report. The ATV Clerk will then give the other copy of each of the report for Advance Votes to the Supervisor so he/she can call in the results to the Municipal Clerk.

Immediately after, the AVT Clerk shall mark the ballot box as “Regular Voting, the



date and the voting place” without interference with the seal affixed to the ballot box at the opening of the advanced voting place. The AVT Clerk shall seal the ballot box by placing seals over the ballot slot so that ballots cannot be deposited or withdrawn from it without breaking the seals. Any candidate or scrutineer present who desires to do so can affix his or her seal to the ballot box in such a manner that it cannot be opened or any ballots deposited or withdrawn from it without breaking the seals. The AVT Clerk shall deliver the ballot box and the memory cards to the Supervisor or Municipal Clerk for safekeeping.

DRO - At the close of the Regular Voting, the DROs shall prepare and deliver to the Supervisor, a List of Persons Who Voted at the Advanced Vote showing the name of persons who have voted on that day and identifying his or her voting place and date. The DRO will place all cancelled, declined and unused ballots for each office, by-law or question in separate envelopes, and clearly endorse upon each envelope an indication as to its contents. The DRO shall also return all other election materials and documents used at the advanced voting place to the Supervisor.

## **16. Election Results**

Pursuant to Section 55 (4) of the Act, the Municipal Clerk shall declare the candidate or candidates elected using the Declaration of Election - Candidate Form **EL32**, and declare the result of any vote on a by-law or question using the Declaration of Results - By-laws or Questions Form **EL33**.

## **17. Disposal of Records**

Subject to a Judge's order or recount proceedings, after ninety days from declaring the results under Section 55 of the Act, the Municipal Clerk shall proceed to destroy the election records pursuant to Section 88 of the Act.

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

**By-law No. 2018-059**

**Being a by-law to authorize the use of Vote Tabulators  
and Voting Proxies at the 2018 Municipal Elections**

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

**And whereas** Section 44 of the Municipal Elections Act, 1996 provides that a person who is entitled to be an elector in a local municipality may appoint another person who is also so entitled as his or her voting proxy;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores considers it desirable to use vote tabulators at the 2018 Municipal Elections;

**And whereas** the Council of The Corporation of the City of Temiskaming Shores considers it desirable to use voting proxies at the 2018 Municipal Elections;

**And whereas** Council considered Administrative Report CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law

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

1. That Council hereby authorizes the use of vote tabulators for the purpose of counting votes at the 2018 municipal election as per Section 42 of the Municipal Elections Act, 1996 and the procedures for the use of vote-counting equipment is hereto attached as Schedule "A" and forms part of this by-law; and
2. That Section 44 of the Municipal Elections Act, 1996 being the appointment of voting proxy shall apply.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## Procedure for use of Vote Tabulators

### 1. Definitions

In this procedure:

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

### 2. General Provision

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

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

### 3. Election Officers

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

### 4. Voting Subdivisions

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

### 5. Ballot

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

### 6. Vote Tabulators

The Municipal Clerk shall provide a vote tabulator at each of the voting places.

### 7. Programming of Vote Tabulators

- 7.1 The vote tabulator shall be programmed so that a printed record of the number of votes cast for each candidate can be produced.
- 7.2 The vote tabulator shall be programmed so that the following ballots are returned to the Deputy Returning Officer (“DRO”) as described:

- (a) a ballot with votes in excess of the number of specified voting spaces required as determined by a vote tabulator with the message “Over Voted”;
- (b) a ballot that is damaged or defective or has been marked in such a way that it cannot be properly processed by a vote tabulator with the message “Ballot Misread”.

## **8. Testing of Vote Tabulators**

- 8.1 Within twenty-one (21) days before voting day, the Municipal Clerk shall test the vote tabulators to ensure that they will accurately count the votes cast for all candidates.
- 8.2 When testing the vote tabulator, adequate safeguards shall be taken to ensure that the system, or any part of it, that is used for processing and tabulating votes is isolated from all other applications or programs and that no remote devices are capable of gaining access to the vote tabulator.
- 8.3 The test shall be conducted by:
  - (a) loading the memory into the vote tabulators;
  - (b) tabulating a pre-audited group of ballots including ballots that fall into each of the categories of ballots described in clause 9.12 (f) (ii) to (v) and ballots on which are recorded a predetermined number of valid votes for each candidate; and
  - (c) comparing the output of the tabulation against the pre-audited results.
- 8.4 The Municipal Clerk shall, at the successful completion of the test, seal the memory pack of the vote tabulator.
- 8.5 If the Municipal Clerk detects an error in the test, the cause of the error shall be ascertained and corrected and the test repeated until an errorless count is made.

## **9. Procedure at the Voting Place**

- 9.1 If a vote tabulator is to be used in a voting place, the Accu Vote Tabulator Clerk (“AVT Clerk”) or election officer shall, in the presence of all scrutinizers, if any, cause the vote tabulator to print a copy of all totals in its memory pack one hour or less before the opening of the voting.
- 9.2 If the total are zero for all candidates, the AVT Clerk or election officer shall ensure that the zero printout remains affixed to the vote tabulator until the results are printed by the vote tabulator after the close of the vote.
- 9.3 If the totals are not zero for all candidates, by-laws and questions, the AVT Clerk or election officer shall, immediately notify the Municipal Clerk and shall

- conduct the vote using the back-up compartment of the ballot box until the vote tabulator is made operational or the Municipal Clerk provides a back-up tabulator to the voting location.
- 9.4 The Municipal Clerk may assign an election assistant, in addition to the DRO, to initial a ballot before the ballot is delivered to a voter.
- 9.5 The DRO or an election officer shall provide a secrecy folder to each person to whom a ballot is provided at the same time as the ballot is provided.
- 9.6 After marking the ballot in the voting compartment, the voter shall:
- (a) insert the ballot into the secrecy folder;
  - (b) leave the compartment without delay; and
  - (c) deliver the secrecy folder containing the ballot to the AVT Clerk.
- 9.7 The AVT Clerk shall verify the initials of the DRO in the presence of the voter without removing the ballot from the secrecy folder or if the ballot presented is not in a secrecy folder, ask the voter to hand the ballot face down, in order to conceal his choices, and
- (a) if a vote tabulator is available in the voting place, insert the secrecy folder containing the ballot, with the initials of the DRO face down, into the feed area of the vote tabulator until the vote tabulator draws the ballot from the secrecy folder in full view of the voter, or
  - (b) if a vote tabulator is not available in the voting place, place the ballot with the initials of the DRO face down, directly into the ballot box from the secrecy folder in full view of the voter.
- 9.8 If a vote tabulator is available in the voting place but fails to operate, the AVT Clerk shall:
- (a) insert the ballot into the back-up compartment of the ballot box; and
  - (b) subject to subsection 9.13 insert the ballots into the feed area of the vote tabulator after the close of the voting.
- 9.9 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present, the AVT Clerk shall:
- (a) in the case of an over voted ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter;
  - (b) in the case of a damaged or defective ballot direct the elector back to the DRO and the DRO shall mark the ballot “cancelled”, place the ballot in the cancelled ballot envelope and provide another ballot to the voter.

- 9.10 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is present and declines to accept another ballot, the AVT Clerk shall override the ballot so that the AccuVote accepts the ballot. If the ballot cannot be overridden the AVT Clerk will mark the ballot “declined” and return it to the DRO who issued it.
- 9.11 If a ballot described in subsection 7.2 (i.e. over voted ballot or damaged or defective ballot) is returned by the vote tabulator and the voter who delivered the ballot is not present, the AVT Clerk shall make the ballot “defective” and insert the ballot into the back-up compartment of the ballot box. After the close of the voting, and in conjunction with the Poll Supervisor:
- (a) where there are no marks in the specified voting spaces, the AVT Clerk will override the ballot for acceptance by the tabulator. Should the tabulator still fail to accept the blank ballot in override mode, the AVT Clerk shall mark the blank ballot “declined” and return it to the DRO who assigned it for accounting purposes;
  - (b) where there are marks in the specified voting spaces:
    - (i) prepare a replacement ballot for the defective ballot by duplicating the marks shown on the defective ballot to the replacement ballot. The replacement ballot shall be clearly labeled “replacement” and given a serial number which number shall also be recorded on the defective ballot;
    - (ii) substitute the replacement ballot for the defective ballot and tabulate it;
    - (iii) for accounting purposes, give the defective ballot to the DRO who provided the replacement ballot. The DRO will place the defective ballot in the appropriate envelope.
- 9.12 If a vote tabulator has been used to tabulate the votes cast in a voting place, the AVT Clerk shall, after the close of the voting, check the back-up compartment of the ballot box for ballots to ensure all votes are tabulated. Once all votes are tabulated including those noted in Section 9.11, the AVT Clerk shall:
- (a) secure the vote tabulator against receiving any more ballots;
  - (b) obtain a printed record of the votes given for each candidate;
  - (c) sign the certificate portion of the printed record along with the Poll Supervisor and any scrutinizers who are present and wish to sign;
  - (d) remove the printed record from the vote tabulator and place it in the statement envelope;
  - (e) provide printouts for any scrutinizer upon request;

- (f) under supervision of the Poll Supervisor collect all completed DRO Statements of Ballot Account for return to the Municipal Clerk which define:
    - (i) ballots received from the Municipal Clerk;
    - (ii) cancelled ballots;
    - (iii) declined ballots;
    - (iv) defective ballots;
    - (v) ballots unused;
  - (g) report the ballots counted by the vote tabulator on the AVT Clerk Statement and attach the DRO Statements to it;
  - (h) place the original copy of the DRO and AVT Clerk Statements in the Statements Envelope as well as the Vote Summary Totals Tape from the AccuVote Tabulator;
  - (i) place a duplicate copy of the statements and all ballots that have been counted by the vote tabulator in a ballot transfer contained provided by the Municipal Clerk to ensure the safe transfer of the ballots and seal it;
  - (j) place in a separate envelope:
    - (i) cancelled ballots;
    - (ii) declined ballots;
    - (iii) defective ballots;
    - (iv) unused ballots;
  - (k) seal the envelopes;
  - (l) place all remaining supplies and sealed envelopes, excluding the Statement Envelope, in a transfer carrier and seal the transfer carrier; and
  - (m) the AVT Clerk shall personally deliver the transfer carrier, ballot transfer container, vote tabulator and the Statement Envelope to the Office of the Municipal Clerk or to such other place as the Municipal Clerk has directed in writing.
- 9.13 If a vote tabulator has been used to tabulate votes cast in a voting place but the tabulation of the votes cannot be completed because the vote tabulator is not operating or cannot be made to operate within a reasonable time following the close of the voting, the AVT Clerk or an election assistant shall, after the close of the voting and after determining that the tabulation cannot be completed:
- (a) seal the ballot box in such a manner that it cannot be opened or any ballots be deposited in it without breaking the seal;
  - (b) secure the vote tabulator against receiving any more ballots;

- (c) place all supplies and all cancelled, declined, defective and unused ballots in the transfer carrier and seal it;
  - (d) personally deliver the ballot box, **transfer carrier, ballot transfer container** and vote tabulator to a place designated by the Municipal Clerk where a back-up vote tabulator is located;
  - (e) follow the procedures set out in Sections 9.1 to 9.3 to ensure that the totals of the back-up vote tabulator are zero for all candidates;
  - (f) insert all the ballots from the ballot box into the back-up vote tabulator; and
  - (g) follow the procedures in subsection 9.12.
- 9.14 If a vote tabulator has been provided and has not been used to tabulate votes in a voting place:
- (a) the DRO or election assistant shall, immediately after the close of voting, follow with necessary modifications the procedures in clauses 9.13 (a), (c) and (d); and
  - (b) the Municipal Clerk, or a person designated by the Municipal Clerk, shall with necessary modifications follow the procedures in clauses 9.13 (e) to (g).
- 9.15 If, at the close of the voting, the Municipal Clerk is of the opinion that it is impracticable to count the votes with the vote tabulators, he/she may direct that all the votes cast in the election be counted manually following as far as practicable the provisions of the Act governing the counting of the votes.
- 9.16 The Municipal Clerk shall, at the completion of the count, retain the programs, memory packs, test materials and ballots in the same manner as is provided for in the Act for the keeping of ballots.
- 9.17 The Municipal Clerk shall retain and may have access to the pre-audited group of ballots referred to in clause 8.3 (b) and other materials used in the programming of vote tabulators.
- 9.18 The Municipal Clerk shall not alter or make changes to the materials referred to in Section 1.

## **10. Advance Voting and early closing of Voting Places**

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

## **11. Recounts**



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

- 11.1 A vote tabulator shall be tested before the recount in accordance with Section 8.
- 11.2 The recount officer shall attend the recount and bring the transfer carriers, ballot transfer containers, vote tabulators, statement envelopes and all documents that, in the opinion of the recount officer, are relevant to the recount.
- 11.3 If a vote tabulator is used for a recount, the recount is limited to the ballots tabulated by the vote tabulator on voting day.
- 11.4 For the purposes of subsection 11.2, “results of the election” means,
  - (a) in the case of an election to an office, which candidate or candidates have been declared elected;
  - (b) in the case of an election to obtain the assent of the voters on a by-law, whether the affirmative or negative received the greatest number of votes; and
  - (c) in the case of a question submitted to the voters, which answer received the greatest number of votes.
- 11.5 The results of a recount using a vote tabulator is final and no further recount shall take place, unless:
  - (a) the recount changes the results of the election, as declared by the Municipal Clerk under section 55 of the Act, or
  - (b) a judge makes an order under section 58 of the Act requiring a recount to be held.
- 11.6 If clause 11.5 (a) applies, the recount officer shall conduct a manual recount following as far as practicable the provisions of the Act governing the counting of votes and subject to a judge’s order, shall recount only those voting subdivisions where the count at the recount differed from the count on voting day.
- 11.7 The manual recount shall be a recount of all the original ballots received from the voters in those voting subdivisions.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-060**  
**Being a by-law to provide for reduced hours of voting in**  
**Institutions and Retirement Homes on Voting Day**  
**(Monday, October 22, 2018)**

**Whereas** Section 46 (3) of the Municipal Election Act, 1996, provides that the Council of a municipality may, by by-law, establish reduced opening hours with respect to a voting place described in subsection 45 (7) that is only for the use of residents of the institution or retirement home;

**And whereas** Council considered Administrative Report No. CS-012-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to establish reduced hours of voting for institutions and retirement homes for consideration at the April 3, 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 voting places as listed in Schedule "A" attached hereto and forming part of this by-law, shall have reduced opening hours as detailed in the said schedule on Voting Day, Monday, October 22, 2018.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Reduced hours on Voting Day  
Monday, October 22, 2018**

**in institutions and retirement homes**

<b>Voting Places</b>	<b>Voting Hours</b>
<b><u>Voting Place No. 1</u></b> Northdale Manor 156 Lakeshore Road North New Liskeard, Ontario P0J 1P0	10:00 a.m. to 12:00 p.m.
<b><u>Voting Place No. 2</u></b> Temiskaming Hospital 421 Shepherdson Road New Liskeard, Ontario P0J 1P0	1:00 p.m. to 3:00 p.m.
<b><u>Voting Place No. 3</u></b> Temiskaming Lodge 100 Bruce Street Haileybury, Ontario P0J 1K0	10:00 a.m. to 12:00 p.m.
<b><u>Voting Place No. 4</u></b> Tri Town Extencicare 143 Bruce Street Haileybury, Ontario P0J 1K0	1:00 p.m. to 3:00 p.m.

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

**By-law No. 2018-061**

**Being a by-law to amend By-law No. 2018-041 being a by-law to authorize an Agreement with RV Anderson Associates Ltd. for Engineering Services for the design of an Ultra-Violet Treatment System at the Haileybury Wastewater Treatment Plant**

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

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

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

**And whereas** Council considered Administrative Report No. PW-012-2018 at the March 20, 2018 Regular Council and adopted By-law No. 2018-041 being an agreement with RV Anderson for Engineering Services for the design of a UV Treatment System at the Haileybury WWTP at an upset limit of \$58,579.00;

**And whereas** Council considered Memo No. 012-2018-PW at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2018-041 being an agreement with RV Anderson for Engineering Services for the design of a UV Treatment System at the Haileybury WWTP for consideration at the April 3, 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. 2018-041 is hereby deleted and replaced with Schedule "A", a copy of which is attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law, where such modifications or corrections do not alter the intent of the By-law.

**Read a first, second and third time and finally passed** this 3<sup>rd</sup> day of April, 2018.

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Mayor - Carman Kidd

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Clerk - David B. Treen

**AGREEMENT  
FOR  
PROFESSIONAL CONSULTING SERVICES**

**Dated the 23 day of March A. D. 2018**

**-BETWEEN-**

**THE CITY OF TEMISKAMING SHORES**

Hereinafter called the 'Client'

THE PARTY OF THE FIRST PART

**-AND-**

**R.V. ANDERSON ASSOCIATES LIMITED**

---

Hereinafter called the 'Engineer'

THE PARTY OF THE SECOND PART

WHEREAS the Client intends to retain an engineering firm to complete the detailed design and approvals for a UV Treatment System at the Haileybury WWTP, in accordance with our proposal dated, February 27, 2018, and attached as Schedule 'A'.

Hereinafter called the 'Project' and has requested the Engineer to furnish professional services in connection therewith.

**NOW THEREFORE WITNESSETH** that in consideration of the covenants contained herein, the Client and the Engineer mutually agree as follows:

## **ARTICLE 1 - GENERAL CONDITIONS**

### **1.1 Retainer**

The Client hereby retains the services of the Engineer in connection with the Project and the Engineer hereby agrees to provide the services described in Schedule "A" (The Services) for the Project under the general direction and control of the Client.

### **1.2 Compensation**

The Client shall pay the Engineer in accordance with the provisions set forth in Article 3. For purposes of this agreement, the basis of payment shall be as specified in Article 3.2.

### **1.3 Staff and Methods**

The Engineer shall perform the services under this agreement with the degree of care, skill and diligence normally provided in the performance of such services as contemplated by the agreement at the time such services are rendered and as required by the Professional Engineers Act (RSO 1990, Chapter P.28) and the regulations therein. The Engineer shall employ only competent staff who will be under the supervision of a senior member of the Engineer's staff. The Engineer shall obtain the prior agreement of the Client before making any changes to the staff list after commencement of the Project.

### **1.4 Drawings and Documents**

Subject to Section 3.2.4 of Article 3, drawings and documents or copies thereof required for the Project shall be exchanged between the parties on a reciprocal basis. Documents prepared by the Engineer for the Client may be used by the Client, for the Project herein described, including "record" drawings. The Client has ownership of the drawings and the client indemnifies the Engineer for unauthorized use of the documents and deliverables.

### **1.5 Intellectual Property**

All concepts, products or processes produced by or resulting from the Services rendered by the Engineer in connection with the Project, or which are otherwise developed or first reduced to practice by the Engineer in the performance of his Services, and which are patentable, capable of trademark or otherwise, shall be and remain the property of the Engineer.

The Client shall have permanent non-exclusive royalty-free license to use any concept, product or process, which is patentable, capable of trademark or otherwise produced by or resulting from the Services rendered by the Engineer in connection with the Project and for no other purpose or project.

1.6 **Records and Audit**

- a) In order to provide data for the calculation of fees on a time basis, the Engineer shall keep a detailed record of the hours worked by staff employed for the Project.
- b) The Client may inspect timesheets and record of expenses and disbursements of the Engineer during regular office hours with respect to any item which the Client is required to pay on a time scale or disbursement basis as a result of this Agreement.
- c) The Engineer, when requested by the Client, shall provide copies of receipts with respect to any disbursement for which the Engineer claims payment under this Agreement.
- d) For seven (7) years after the expiry date or any date of termination of the Agreement, the Engineer shall maintain all necessary records to substantiate i) all charges and payments under the Agreement and ii) that all deliverables were provided in accordance with the Agreement.

1.7 **Changes and Alterations and Additional Services**

With the consent of the Engineer, the Client may in writing at any time after the execution of the Agreement or the commencement of the Services delete, extend, increase, vary or otherwise alter the Services forming the subject of the Agreement, and if such action by the Client necessitates additional staff or services, the Engineer shall be paid in accordance with Section 3.2.2.1 for such additional staff employed directly thereon, together with such expenses and disbursements as allowed under Section 3.2.4, or as otherwise agreed in writing between the parties.

1.8 **Delays**

In the event that the start of the project is delayed for sixty (60) days or more for reasons beyond the control of the consultant, the Engineer shall have the right to renegotiate the agreement before the commencement of the project.

1.9 **Suspension or Termination**

The Client may at any time by notice in writing suspend or terminate the Services or any portion thereof at any stage of the project. Upon receipt of such written notice, the Engineer shall perform no further Services other than those reasonably necessary to close out his Services. In such an event, the Engineer shall be entitled to payment in accordance with Section 3.2 for any of the Engineer's staff employed directly thereon together with such expenses and disbursements allowed under Section 3.2.

If the Engineer is practicing as an individual and dies before his Services have been completed, this Agreement shall terminate as of the date of his death, and the Client shall pay for the Services rendered and disbursements incurred by the Engineer to the date of such termination.



#### 1.10 **Indemnification**

The Engineer shall indemnify and save harmless the Client from and against all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever which the Client, his employees, officers or agents may suffer, to the extent the Engineer is legally liable as a result of the negligent acts of the Engineer, his employees, officers or agents in the performance of this Agreement.

The Client agrees to hold harmless, indemnify and defend the Engineer from and against any and all claims, actions, losses, expenses, costs or damages of every nature including liability and costs of defense arising out of or in any way connected with the presence, discharge, release or escape of contaminants of any kind, excluding only such liability as may arise out of the negligent acts of the Engineer in the performance of consulting services to the Client within this project.

#### 1.11 **Insurance**

The Client will accept the insurance coverage amount specified in this clause section (a) and (b) or as specified in the RFP as the aggregate limit of liability of the Engineer for Clients damages.

a) Comprehensive General Liability and Automobile Insurance

The Insurance Coverage shall be \$5,000,000 per occurrence and in the aggregate for general liability and \$2,000,000 for automobile insurance. When requested, the Engineer shall provide the Client with proof of Comprehensive General Liability and Automobile Insurance (Inclusive Limits) for both owned and non-owned vehicles.

b) Professional Liability Insurance

The Insurance Coverage shall be in the amount of \$2,000,000 per claim and in the aggregate. When requested, the Engineer shall provide to the Client proof of Professional Liability Insurance carried by the Engineer, and in accordance with Professional Engineers Act (RSO 1990, Chapter P.28) and Regulations therein.

c) Additional Coverage

If the Client requests to have the amount of coverage increased from that detailed in the RFP, or requests other special insurance for this Project then the Engineer shall endeavour forthwith to obtain such additional or special insurance at the Client's expense as a disbursement allowed under Section 3.2.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way nor cancelled by the Engineer until (30) days after written notice of such change or cancellation has been delivered to and acknowledged by the Client.

#### 1.12 **Force Majeure**

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For

purposes of this Agreement, such causes include, but are not limited to, strikes or other labour disputes; severe weather disruptions or other natural disasters or acts of God; fires; riots, war or other emergencies; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if such delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to a reasonable adjustment in schedule and compensation.

1.13 **Contracting for Construction**

The Engineer or any person, firm or corporation associated or affiliated with or subsidiary to the Engineer shall not tender for the construction of the Project, or have an interest either directly or indirectly in the construction of the Project.

1.14 **Assignment**

Neither party may assign this Agreement or any portion thereof without the prior consent in writing of the other party.

1.15 **Previous Agreements**

This Agreement supersedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the Project.

1.16 **Approval by Other Authorities**

Unless otherwise provided in this Agreement, where the work of the Engineer is subject to the approval or review of an authority, department of government, or agency other than the Client, such applications for approval or review shall be the responsibility of the Engineer, but shall be submitted through the offices of the Client and unless authorized by the Client in writing, such applications for approval or review shall not be obtained by direct contact by the Engineer with such other authority, department of government or agency. Costs for all application fees shall be borne by the Client unless otherwise provided for by the Engineer. The foregoing in no way limits the Engineer's responsibility to identify, understand and coordinate any and all approvals and permits required for the Project unless otherwise specified in the RFP or agreed to by the Client.

1.17 **Sub-Consultants**

The Engineer may engage Sub-Consultants for specialized services provided that prior approval is obtained, in writing, from the Client and may add a mark-up of not

more than 5% of the cost of such services to cover office administration costs when claiming reimbursement from the Client.

1.18 **Inspection (Review by the Client)**

The Client, or persons authorized by the Client, shall have the right, at all reasonable times, to inspect or otherwise review the Services performed, or being performed, under the Project and the premises where they are being performed.

1.19 **Publication**

The Engineer agrees to obtain the consent in writing of the Client before publishing or issuing any information regarding the Project.

1.20 **Confidential Data**

The Engineer shall not divulge any specific information identified as confidential, communicated to or acquired by him, or disclosed by the client in the course of carrying out the Services provided for herein. These obligations of confidentiality shall not apply to information which is in the public domain, which is provided to the Engineer by a third party without obligation of confidentiality, which is independently developed by the Engineer without access to the Client's information, or which is required to be disclosed by law or court order. No such information shall be used by the Engineer on any other project without the approval in writing of the Client.

1.21 **Dispute Resolution**

1) Negotiation

- a) In the event a matter of difference between the Consultant and the Client in relation to the Contract the grieved party shall send a notice in writing of dispute to the other party which contains the particulars of the matter in dispute and the relevant provisions of the Contract Documents. The responding party shall send a reply in writing to the dispute within ten (10) business days after receipt of the notice of dispute setting out particulars of this response and any relevant provisions of the Contract Documents.
- b) The Consultant and the Client shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of any and all relevant facts, information, and documents to facilitate these negotiations.
- c) In the event of failure by the Consultant and the Client to reach agreement within ten (10) business days of receipt of the responding party's reply, or if either party concludes that further negotiation is unlikely to result in agreement, the matter shall be referred to mediation as provided in Section 2 herein.

## 2) Mediation

- a) The Consultant and the Client shall jointly select an impartial Mediator who shall be, preferably, properly qualified in the area of work as contemplated by this Contract. In the event that the parties, acting reasonably, cannot agree on a mediator, the candidates selected by the parties shall, acting reasonably, choose a third party to act as the Mediator.
- b) The Mediator shall meet with the parties within ten (10) business days after the selection of the Mediator selection to attempt to mediate and resolve the dispute. The Consultant and the Client shall observe such reasonable procedures for conducting the mediation as the Mediator may reasonably request.
- c) If no agreement is reached within twenty (20) business days of the selection of the Mediator or if either party concludes that further mediation is unlikely to result in agreement, then either the Consultant or the Client may request the Mediator to recommend (and only recommend) a basis, or bases, for resolution of the dispute. The Mediator shall, after consideration of the parties' positions and written submissions (if so requested), issue a written recommendation in this regard. Any recommended basis for resolution shall have absolutely no binding effect upon either party unless both parties agree to accept it and shall be without prejudice to the parties' positions in any further proceeding.
- d) If no agreement is reached either party may refer such matter as is arbitrable to arbitration as provided in Section 3 herein or exercise any legal rights it may have.
- e) All meetings and proceedings shall be held in municipality of the Client or a reasonable alternate at a time and location as determined by the parties.
- f) The costs and expenses of the Mediator shall be shared equally by the Consultant and the Client.

## 3) Arbitration

- a) In the event that the parties are unable to settle any dispute between them which is under mediation, either party may refer such matter to arbitration as provided herein:
  - i. The Client and the Consultant shall select an arbitrator within ten (10) business days of the submission of a dispute to arbitration under this Section. If the parties are unable to agree on a neutral arbitrator, each party shall appoint an arbitrator within ten (10) business days, and the two (2) arbitrators so chosen shall select a third arbitrator acceptable to both of them within a further ten (10) business days.
  - ii. The arbitration shall be conducted in accordance with the provisions of the *Arbitration Act, 1991*, S.O. 1991, C.17, unless the parties otherwise agree. If the issue in dispute is particularly time sensitive, the parties shall, in good faith, take such reasonable steps as may be

required to expedite the arbitration process. In any event, all disputes shall be submitted to the arbitrator within thirty (30) calendar days of the selection of the arbitrator. All arbitration meetings and proceedings shall be held in municipality of the Client or a reasonable alternate, at a time and location determined by the parties, but in any event no later than thirty (30) calendar days following the submission of the dispute to the arbitrator.

- iii. In addition to the examination of the parties by each other, the arbitration panel may examine, in the ordinary course, the parties or either of them and the witnesses in the matter referred to the arbitration panel, and the parties and witnesses, if examined, shall be examined on oath or affirmation.
- iv. The arbitration panel shall, after full consideration of the issues in dispute, the relevant facts and applicable law, render a decision within thirty (30) calendar days after argument of the issue to the arbitrator, which decision shall be final and binding on the parties and not subject to appeal or challenge, except such limited relief provided under Subsection 45(1) (appeal on a question of law, with leave) or Section 46 (setting aside award) of the *Arbitration Act, 1991*.
- v. Each party shall bear its own costs and expenses incurred in the arbitration, and the parties shall share equally in the costs and expenses of the neutral arbitrator.
- vi. Any award of the arbitration panel may, at the instance of either of the parties to this Agreement and without notice to the other of them, be made an Order of the Superior Court of Ontario, pursuant to the *Arbitration Act, 1991* and the *Courts of Justice Act, R.S.O. 1990, c.C-43*.

## 1.22 **Time**

The Engineer shall perform the Services in accordance with the requirements of Schedule A and shall complete any portion or portions of the Services in such order as the Client may require.

The Client shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by the Engineer, and shall make any decisions which he is required to make in connection therewith within a reasonable time so as not to delay the work of the Engineer.

## 1.23 **Estimates, Schedules and Staff List**

### 1.23.1 **Preparation of Estimate of Fees, Schedule of Progress and Staff List**

When requested by the Client, and where payment is calculated on a time basis, the Engineer shall provide, for approval by the Client:

- a) An estimate of the total fees to be paid for the Services. **Refer to Schedule 'A' attached.**

- b) A Schedule showing an estimate of the portion of the Services to be completed in each month and an estimate of the portion of the fee which will be payable for each such month.
- c) A Staff list showing the number, classifications and hourly rate ranges for staff, Principals and Executives, for which the Engineer will seek payment on a time basis. The Engineer shall relate such information to the particular type of work that such staff is to perform, while employed on the Project. Such list shall designate the member of the Engineer's staff who is to be the liaison person between the Engineer and the Client. **Refer to Schedule 'A' attached.**

#### **1.23.2 Subsequent Changes in the Estimate of Fees, Schedule of Progress and Staff List**

The Engineer will require prior written approval from the Client for any of the following changes:

- a) Any increase in the estimated fees beyond those approved under Subsection 1.23.1 (a).
- b) Any change in the schedule at progress which results in a longer period than provided in Subsection 1.23.1 (b).
- c) Any change in the number, classification and hourly rate ranges of the staff provided under Subsection 1.23.1 (c).

#### **1.23.3 Monthly Reporting of Progress**

When requested by the Client, the Engineer shall provide the Client with a written report showing the portion of the Services completed in the preceding month.

#### **1.24 Additional Conditions – N/A**

## **ARTICLE 2 – SERVICES TO BE PROVIDED**

- 2.01 Services to be provided by Engineer as detailed in the RFP and as provided for in the Engineer's Proposal. **Attached as Schedule 'A'.**
- 2.02 Services to be provided by Client as detailed in the RFP and as provided for in the Engineer's Proposal.

## ARTICLE 3 - FEES AND DISBURSEMENTS

### 3.1 Definitions

For the purpose of this Agreement, the following definitions shall apply:

#### a) Cost of the Work:

- i. The "Cost of the Work" shall mean the total construction cost of the Project including all materials, equipment, sales taxes, labour and contractor's overhead and profit, necessary to complete the work for which the Engineer prepares designs, drawings or specifications, for which he is responsible. Where sales taxes are not included in the cost of the work, the fee shall be adjusted upwards by the factor equivalent to the sales taxes. The adjusted fee may be computed to the nearest one-tenth of one percent (1/10%).
- ii. Wherever the Client furnishes labour or other service which is incorporated in the work, the current price of labour or other service when the work was executed shall be used to compute the Cost of the Work.
- iii. Whenever used materials or equipment is furnished by or on behalf of the Client, the fair market value of such materials or equipment, as though it was purchased new, shall be used to compute the Cost of the Work.
- iv. In computing the Cost of the Work, no deductions shall be made on account of any penalties or damages claimed by the Client from any contractor or on account of any other sum withheld from any contractor.
- v. The Cost of the Work shall not include any fees and disbursements due to the Engineer, the Client's engineering and office expenses, or cost of land.

#### b) Site:

Site includes the actual work site and other locations where the checking of materials, equipment and workmanship is carried out.



**3.2 Basis of Payment**

- **In accordance with Schedule 'A' attached and outlined in Section 7.0 – Estimated Fees and Disbursements.**

**3.2.1 Fees Calculated on a Percentage of Cost Basis**

The Client shall pay the Engineer fees to be calculated as a percentage of the Cost of the Work for normal projects as follows:

**CALCULATION OF FEE**

<b><u>TYPE OF SERVICE</u></b>	<b><u>PERCENTAGE</u></b>

**3.2. 2 Fees Calculated on a Time Basis**

**3.2.2.1 Fees**

The Client shall pay the Engineer a fee, calculated on a time basis, for that part of the Services described in Article 2. Fees on a time basis for all staff shall be hourly rates based on job classifications as follows:

Grade: Hourly Rate:

For a project of over one (1) year duration, or for projects which become extended beyond one (1) year in duration, the Engineer may from time to time seek approval from the Client to adjust hourly rates and such approval shall not be unreasonably withheld.

**3.2.2.2 Time Expended**

All time expended on the assignment, whether in the Engineer's office, at the Client's premises, or elsewhere, and including travel time, shall be chargeable.

**3.2.3 Lump Sum Fee - N/A**

**3.2.3.1 Lump Sum Fee Basis**

- a) Fees for the scope of work covered under this Agreement will be on a Lump Sum Price Basis, inclusive of labour, disbursements and reimbursable expenses.
- b) Monthly progress invoices will be based on the percentage of project completed or milestone achieved as detailed in the RFP. Invoices for fees are due upon presentation. Accounts unpaid after 30 days are subject to monthly interest charges at a rate of \_\_\_% per annum. The Engineer reserves the right, without penalty, to discontinue services in the event of non-payment after a sixty (60) period from the date of the invoice.

- ~~e) If the project is abandoned or delayed for any reason beyond the Engineer's control, the Client shall pay a fee for services rendered to that date, plus the termination expenses reasonably incurred by the Engineer in winding down the project.~~
- ~~d) HST will be added to the Lump Sum Price.~~

### **3.2.4 Reimbursable Expenses**

In addition to the fee, the Engineer shall be reimbursed at cost plus an administrative charge of 5%, for all expenses and disbursements properly incurred by the Consultant in connection with the project.

### **3.2.5 Upset Cost Limit -N/A**

- ~~(a) The Consultant shall be paid a fee, calculated on a time basis, for the Services.~~
- ~~(b) In addition to the fee, the Consultant shall be reimbursed at cost plus an administrative charge of 5% for all reasonable expenses properly incurred by them in connection with the Services, including but not limited to: vehicle use charges, traveling and living expenses, long distance telephone charges, report production costs, photography, special delivery charges, supplies and equipment, field equipment costs, laboratory costs. Computer and office charges are considered part of overhead and shall not be invoiced as disbursements.~~
- ~~(c) Notwithstanding Subsections (a) and (b) of this Section, the total fees and disbursements paid by the Client to the Consultant for the Services shall not exceed the total upset amount of \$\_\_\_\_\_ plus applicable taxes made up as follows:
  - ~~(i) \$\_\_\_\_\_ plus applicable taxes for Core Services as described in Schedule A; and,~~
  - ~~(ii) \$\_\_\_\_\_ plus applicable taxes as a Contingency Allowance for Additional Services that may be required but are not included in Schedule A.~~~~
- ~~(d) Notwithstanding Subsections (a) and (b) of this Section, the Client, at its sole discretion, may limit the fees and disbursements paid by the Client to the percentage equivalent to the project complete in the opinion of the Client.~~
- ~~(e) The Consultant must request and receive the written approval of the Client before any Additional Services are carried out that are not included in Schedule A. The Consultant shall not be entitled to any payment from the Contingency Allowance unless the Consultant has satisfied this condition. When approving Additional Services that are not included in Schedule A, the Client, at its sole discretion, may, in writing, set a limit on the monies from the Contingency Allowance that may be permitted for the requested Additional Services.~~

**3.3 Payment – In accordance with our Schedule ‘A’ attached.**

**3.3.1 Fees Calculated on a Time Basis**

The Engineer shall submit an invoice to the Client for all Services completed in the immediately preceding month. Interest at the annual rate of 12 percent (1 percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineer’s invoice.

**3.3.2 Fees Calculated on a Percentage of Cost Basis – N/A**

~~a) Monthly Payment~~

~~The Engineer shall submit an invoice to the Client for that part of the design of the Project completed in the immediately preceding month calculated upon the basis of the Engineer's estimate of the cost of that part of the Project, and, if the Client agrees with such estimate and that such part has been completed, the Engineer will be paid the amount of the fee so invoiced. Interest at the annual rate of \_\_\_\_\_ percent (\_\_\_\_\_ percent monthly) will be paid on the total outstanding unpaid balance commencing 30 days after the Client has received the Engineers' invoice.~~

~~b) On Award of Contract~~

~~Following the award of the contract for the construction of the Project, the Engineer shall recalculate his fee on the basis of the tender quantities and prices on which the contract for the construction of the Project was awarded, plus the estimated cost of materials and other services supplied by the Client and upon such recalculation, the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment made to the Engineer.~~

~~c) Delay of Award of Contract~~

~~In the event the contract for construction of the Project is not awarded within \_\_\_\_\_ months of the acceptance of the Design by the Client the final fee for design shall be determined as in paragraph (a) above, and paragraph (b) shall not apply.~~

~~Further services for the Project beyond the \_\_\_\_\_ months will be undertaken on a time basis.~~

~~d) On Completion of the Work~~

~~Following Completion of the Work, the Engineer shall recalculate his fee on the basis of the actual cost of the work and upon such recalculation the amount paid to the Engineer shall be adjusted to equal the full amount of the recalculated fee including the repayment by the Engineer of any overpayment to the Engineer.~~

**3.3.3 Terms of Payment**

The Client will compensate the Engineer in accordance with the fees and charges for services as set out in the proposal or as otherwise mutually agreed. All fees and charges will be payable in Canadian funds unless noted otherwise. Invoices will be due and payable, as presented and without hold-backs, by the Client upon receipt. Interest on overdue accounts will be charged at the rate of 12% per annum.

**ARTICLE 4 – FORM OF AGREEMENT**

**ENGINEER:** \_\_\_\_\_

The signatory shall have the authority to bind the corporation or company for the purposes of this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature

Name

Title

**THE CORPORATION OF** \_\_\_\_\_

The signatory shall have the authority to bind the municipality or its agency for the purposes of this agreement.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_

Signature		Signature	
Name		Name	
Title		Title	

**SCHEDULE "A"**

- Proposal for Engineering Services for the Haileybury WWTP UV System Design PW-RFP-006-2018, dated February 27, 2018.

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

**By-law No. 2018-062**

**Being a by-law to enter into a Purchase Agreement with  
Fort Garry Fire Trucks Ltd for the supply and delivery of  
a Pumper Tanker Truck**

**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. PPP-002-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck for the Temiskaming Shores Fire Department at an upset amount of \$417,041 plus applicable taxes for consideration at the April 3, 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 Fort Garry Fire Trucks Ltd. for the supply and delivery of a Pumper Tanker Truck at an upset limit of \$417,041 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 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2018-062**

Equipment Purchase Agreement between

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

and

**Fort Garry Fire Trucks Ltd.**

For the supply and delivery of a Pumper Tanker Truck

**This agreement** made in duplicate this 3<sup>rd</sup> day of April, 2018.

Between:

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

and

**Fort Garry Fire Trucks Ltd.**  
(hereinafter called “the Supplier”)

Witnesseth:

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

**Article I:**

The Supplier will:

- a) Provide one (1) Pumper Tanker Truck in accordance to the following guiding documents:
  - i. Request for Proposal PPP-RFP-001-2018;
  - ii. Addendum No. 2 to PPP-RFP-001-2018 issued March 12, 2018;
  - iii. Fort Garry Fire Trucks submission in response to PPP-RFP-001-2018, excluding Pricing; and
  - iv. Fort Garry Fire Trucks submission in response to Addendum No. 2 to PPP-RFP-001-2018.

**Article II:**

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) Pumper Tanker Truck in the amount of Four Hundred and Seventeen Thousand, Forty-One Dollars and Zero cents (\$417,041.00) 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:

**Fort Garry Fire Trucks Ltd.**  
53 Bergen Cutoff Road  
Winnipeg, Manitoba  
R3C 2E6

Attn.: Jim Peters

The Owner:

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

Attn.: Tim Uttley

**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 )

Supplier's Seal )  
(if applicable) )

Municipal Seal )

**Fort Garry Fire Trucks Ltd.**

\_\_\_\_\_  
President – Jim Peters

\_\_\_\_\_  
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. 2018-063**

**Being a by-law to enter into an agreement with *Markey Consulting* to provide event management services for the Northern Ontario Showcase event at the Prospectors and Developers Association of Canada (PDAC) for 2019, 2020 and 2021 NOMS Event**

**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. CGP-009-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Markey Consulting to coordinate the Northern Ontario Mining Showcase events in 2019, 2020 and 2021 pending funding approval from Fed Nor;

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

1. That Council authorizes the entering into an agreement with Markey Consulting for event management services for the 2019, 2020 and 2021 Prospectors and Developers Association of Canada (PDAC) Conventions at a rate of \$600/exhibitor plus applicable taxes pending annual funding approval from Fed Nor, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed this 3<sup>rd</sup> day of April, 2018.**

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law No. 2018-063**

Agreement between

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

and

**Markey Consulting Services**

For event management services at the 2019, 2020 and 2021  
PDAC Convention



503 Champagne Road  
Sturgeon Falls, ON P2B 2L9  
t. 705-499-6267

MARKEY CONSULTING markeyconsulting.com

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## Services Proposal: Northern Ontario Mining Supply Showcase 2019 - 2021

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Markey Consulting is pleased to provide the following proposal for services to the City of Temiskaming Shores, Lead applicant, for the coordination and management of the 2019, 2020 & 2021 Northern Ontario Mining Showcase (NOMS). The work plan will be completed within the guidelines and budget established by the NOMS Committee.

### PROPOSED SERVICES

Services include the following tasks associated to pre-event and on-site logistics management:

#### Venue

- Venue applications and contract negotiations
- Catering
- Venue design, set-up (lay –out; exhibitor pods, graphics, structures, AV; etc.)
- Coordination of venue staging
- Coordination of video wall content
- Development of touch screen content
- Coordination of feature areas and simulators
- Coordination of onsite meeting rooms

#### Event Promotion & Registrations

- Invitation list (target invite list including companies, partners, politicians, media etc.)
- Coordination of invitations & registration forms (design for both paper + web; committee approvals / communication; printing; delivery; circulation)
- Coordination of advertising (negotiation of ad rates; placement; design)
- Editorials and articles
- Direct calls
- Social media (LinkedIn)
- Manage RSVPs and registrations
- Develop collateral materials for distribution before and at show
- Coordination of exhibitor program development and content editing
- Acquire exhibitor graphics; coordinate poster design and printing
- NOMS website updates
- Coordinate wayfinding signage

#### Capacity Building

- Secure and manage boardroom schedule
- Coordinate stage; AV; seating etc.
- Secure speakers
- Develop and promote speaker series schedule
- Assist with international delegation coordination

**On-site Logistics**

- Itinerary (ribbon cutting; meet and greet; speaker series; show staff; AV; etc.)
- Troubleshooting point person for on-site venue management to oversee details
- Exhibitor registration and management
- Coordination of door / greeters / guest check in
- Pop-up banners & collateral materials
- Promotion on show floor
- Cleaning; wi-fi; badges; parking; accommodations block

**Communications:**

- Calling & planning committee meetings
- Media relations (media releases; promotion of companies for editorials; invites to events etc.)
- Reports and itineraries (companies; partners; committee; etc.)
- Information requests (partners; exhibitors etc.)
- Survey development, distribution and tabulation
- Post event reports, follow-ups and KPI tracking including 3 month & 6 month follow-ups

**Other:**

- Complete applications and project reports for FedNor funding on behalf of the City
- Work with event committee to secure SME Exhibitors sufficient to cover the projected revenues in the Budget Projections
- Manage project budget to ensure compliance and work with City to prepare reports for funding agencies.

**PROPOSED FEES: \$600 per registered NOMS exhibitor (contingent on funding)**

Fees include all services listed above as well as project management and telephone calls with client, supplier liaison time. All applicable taxes, design, printing, venue, and/or other associated costs are extra. Additional disbursements such as event registration fees, travel and accommodations to event, travel to committee meetings are extra and must be reasonable expenses as approved by the NOMS Committee budget.

**Proposed Payment Terms:**

- 50% of year of anticipated annual fees to be invoiced and paid upon funding approval
- 25% of year anticipated annual fees to be invoiced and paid in January of event year
- 25% balance of actual fees to be invoiced and paid by April 15 of event year

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*For questions regarding this proposal, please contact:* **Marla Tremblay, President**  
**Markey Consulting**  
t: 705-499-6267 | e: [mtremblay@markeyconsulting.com](mailto:mtremblay@markeyconsulting.com)



In witness whereof the parties have executed this Agreement.

Signed and Sealed in the presence  
of



**Markey Consulting**

\_\_\_\_\_  
President Marla Tremblay

\_\_\_\_\_  
Witness (name): \_\_\_\_\_

\_\_\_\_\_  
Date

**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. 2018-064**

**Being a by-law to confirm certain proceedings of Council of  
The Corporation of the City of Temiskaming Shores for its  
Regular meeting held on April 3, 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 **April 3, 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 3<sup>rd</sup> day of April, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen