



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, April 17, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Agenda

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

Draft Motion

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

5. **Disclosure of Pecuniary Interest and General Nature**

6. **Review and adoption of Council Minutes**

Draft Motion

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

- a) Regular meeting of Council – April 3, 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) Réjeanne Bélisle-Massie, Présidente – Centre culturel ARTEM

Re: Sponsorship Request – Frog’s Breath Foundation

Reference: Motion to be presented under New Business

- b) The Federation of Northern Ontario Municipalities (FONOM)

Re: Press Release – FONOM Comments on 2018 Ontario Budget

Reference: Received for Information

- c) Honourable Laura Albanese, Minister of Citizenship and Immigration

Re: Nominations for ***Lincoln M. Alexander Award*** – elimination of racial discrimination

Reference: Referred to Senior Staff

d) David Pearce, Supply Chain Officer – Stewardship Ontario

Re: Industry funding for Municipal Blue Box Recycling – 2017 Year Program

Reference: Referred to Technical & Environmental Compliance Coordinator

e) Peggy Morin, Coordinator – Conseil scolaire Catholique de district des Grandes-Rivières

Re: Request for Financial Support – Graduation Bursary

Reference: Received for Information

f) Eric Boutilier, All Aboard Northern Ontario

Re: Thank you for contribution to All Aboard conceptual plan

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

a) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on December 20, 2017;

b) Minutes of the District of Timiskaming Social Services Administration Board meeting held on January 17, 2018;

c) Minutes of the District of Timiskaming Social Services Administration Board meeting held on February 21, 2018; and

- d) Minutes of the Temiskaming Transit Committee meeting held on March 21, 2018.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Memo No. 004-2018-RS – Shaver Park Playground Equipment

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 004-2018-RS regarding the installation of Playground Equipment (Option No. 1) at Shaver Park in North Cobalt for information purposes.

b) Administrative Report No. RS-006-2018 – New Liskeard Lions Kayak Festival – Request for City Support

Draft Motion

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

That Council approves all of the requests with the following conditions:

- the Lions Club receives approval from affected merchants regarding the road closure and assures the City that one lane will be kept open for emergency vehicle access;
- the Lions Club commits to meeting all of the security needs laid out by the City regarding the use of land on the waterfront for camping; and
- that RV parking be limited in the Montgomery Street and Fleming Drive area only

c) Administrative Report No. RS-007-2018 – Timiskaming Home Support Request- Lobster / Chicken Fundraiser

Draft Motion

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

That Council approves the use of the Haileybury Arena Floor Surface and Hall (including tables and chairs from the Haileybury Arena hall) for the Timiskaming Home Support Lobster/Chicken Dinner and Dance Fundraiser on Saturday June 23, 2018 and waive the non-profit rate for this fundraising event only;

That Council approves the use of the parking area at City Hall and Rotary Farr Park for the event; and

That Council will approve the restriction of parking in the parking lanes on Ferguson Avenue and on Blackwall Street from Ferguson Avenue to Georgina Avenue from 4:00PM to 12:00AM on June 23, 2018 for accessible parking only.

d) Administrative Report No. CGP-010-2018 – Enterprise Temiskaming – Core Funding Agreement – By-law No. 2014-194

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law 2014-194 being a by-law with the Ministry of Northern Development and Mines – Enterprise Temiskaming Centre to add the South Temiskaming Community Futures Development Corporation as a recipient to the agreement for consideration at the April 17, 2018 Regular Council meeting;

and

That Council authorizes the Mayor and Clerk to execute a Memorandum of Understanding with the South Temiskaming Community Futures Development Corporation for the transition of Enterprise Temiskaming Centre from the City of Temiskaming Shores to the South Temiskaming Community Futures Development Corporation.

- e) **Administrative Report No. CGP-011-2018 – Amendment to By-law No. 2016-121 (SPCA – Pronor) – Medical Centre at 240 Shepherdson Road**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2016-121 being a by-law for a Site Plan Control Agreement with Pronor Developments (T-Shores) Limited for consideration at the April 17, 2018 Regular Council meeting.

- f) **Memo No. 017-2018-CS – Request for Sponsorship – Le Centre culturel ARTEM (Village Noel)**

Draft Motion

Whereas Le Centre culturel ARTEM (Village Noel) has applied for funding to the Frog's Breath Foundation in the amount of \$18,510.35 to assist with the purchase of portable heaters for event Kiosks; and

Whereas ARTEM requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor Le Centre culturel ARTEM (Village Noel) application to the Frog's Breath Foundation.

- g) **Memo No. 018-2018-CS – Third Reading of By-law No. 2018-040 – Video Surveillance Policy**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 018-2018-CS; and

That Council directs staff to prepare By-law No. 2018-040 for third reading consideration at the April 17, 2018 Regular Council meeting.

h) Memo No. 019-2018-CS – Main Street Revitalization Initiative – Agreement with the Association of Municipalities of Ontario (AMO)

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 019-2018-CS; and

That Council directs staff to prepare the necessary by-law and agreement with the Association of Municipalities of Ontario in the amount of \$44,446 under the Main Street Revitalization Initiative for consideration at the April 17, 2018 Regular Council meeting.

i) Memo No. 013-2018-PW – Proclamation – 2018 National Public Works Week

Draft Motion

Whereas, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of the City of Temiskaming Shores; and

Whereas, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, technologists, technicians, managers and dedicated front-line employees from municipal governments and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

Whereas, it is in the public interest for the citizens, municipal leaders and children in the City of Temiskaming Shores to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in our community; and

Whereas, the year 2018 marks the 58th annual National Public Works Week sponsored by the American Public Works Association and Canadian Public Works Association;

Now therefore be it resolved that the Council of the City of Temiskaming Shores, does hereby proclaim “May 20-26, 2018 as National Public Works week” in the City of Temiskaming Shores and urges all our residents to join with representatives of the Temiskaming Shores Public Works Department in activities, events and ceremonies designed to pay tribute to our public works professionals, technologists, technicians, engineers, managers and dedicated front-line employees and to recognize the substantial contributions they make to protecting our health, safety, and quality of life.

j) Administrative Report No. PW-021-2018 – Tender Award – Pool/Fitness Centre Mechanical Room Upgrades

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-021-2018;

That Council approves an increase in Pool/Fitness Centre Upgrade Project 2018 Budget envelope from \$872,500 to \$1 million; and

That Council directs staff to prepare the necessary by-law and agreement with Tribury Construction for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 plus applicable taxes for consideration at the April 17, 2018, Regular Council meeting.

k) Administrative Report No. PW-022-2018 – Equipment Rental from Demora Construction – Roadside Ditching

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-022-2018;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council acknowledges the award of the Equipment Rental – Excavator for Roadside Ditching contract to *Demora Construction Services Inc.* at the rate of \$120.00 per hour plus applicable taxes in the designated area; and

That Council directs staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the April 17, 2018 Regular Council meeting.

l) Administrative Report No. PW-023-2018 – Tender Award – 2018 Asphalt Patching to Miller Paving Ltd.

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-023-2018;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6.0 Approval Authority, Council approves the award of the 2018 Asphalt Patching contract to *Miller Paving Limited* at the unit price of \$48.85 per square metre for 50 mm thickness and \$87.90 per square metre for 90 mm thickness plus applicable taxes; and

That Council directs staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the April 17, 2018 Regular Council meeting.

m) Administrative Report No. PW-024-2018 – Tender Award - Concrete Sidewalks and Curb Repairs

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-024-2018;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the 2018 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* at unit costs of \$165.00 per square metre of sidewalk and \$165.00 per linear metre of concrete curb and gutter 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 17, 2018 Regular Council meeting.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2018-065 Being a by-law to enter into a Lease Agreement with Connelly Communications Corporation (CJTT Radio) for the lease of Office Space at Riverside Place

By-law No. 2018-066 Being a by-law with respect to water and sewer service rates

By-law No. 2018-067 Being a by-law to amend By-law No. 2014-194 (Enterprise Temiskaming Small Business Centre)

By-law No. 2018-068 Being a by-law to amend By-law No. 2016-121 (Site Plan Control Agreement with Pronor Developments T-Shores Limited for a portion of 240 Shepherdson Road)

By-law No. 2018-069 Being a by-law to authorize a funding agreement between the Association of Municipalities of Ontario under the Main Street Revitalization Initiative

By-law No. 2018-070 Being a by-law to enter into an Agreement with Tribury Contractors Inc. for the Mechanical Upgrades at the New Liskeard Pool Fitness Centre

By-law No. 2018-071 Being a by-law to enter into an agreement with Demora Construction Services Inc. for the rental of a rubber tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist connection

By-law No. 2018-072 Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services

By-law No. 2018-073 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services

be hereby introduced and given first and second reading.

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. 2018-065;

By-law No. 2018-066;

By-law No. 2018-067;

By-law No. 2018-068;

By-law No. 2018-069;

By-law No. 2018-070;

By-law No. 2018-071;

By-law No. 2018-072; and

By-law No. 2018-073;

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, May 1, 2018 at 6:00 p.m.

b) Regular – Tuesday, May 15, 2018 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2018-074 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 17, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-074 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, April 3, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Tim Uttley, Fire Chief
James Franks, Economic Development Officer
Chantal Charbonneau,

Regrets:

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

Members of the Public Present: 1

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2018-168

Moved by: Councillor Hewitt

Seconded by: Councillor Laferriere

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

Councillor Foley disclosed a pecuniary interest in regards to Item 15 f) Memo No. 016-2018-CS – Request for Sponsorship – Tri-Town Ski and Snowboard Village

6. Review and adoption of Council Minutes

Resolution No. 2018-169

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

a) Regular meeting of Council – March 20, 2018.

Carried

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

None

8. Question and Answer Period

Dan Dawson – Resident

Mr. Dawson inquired as to the validity of the Video Surveillance Policy as it does not specify the New Liskeard Marina (John's Tackle Box); however there are cameras at the facility down by the docks.

It was agreed that staff would review the issue and Council would provide first and second reading of the policy and delay final reading until further information is provided.

9. Presentations / Delegations

None

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

Resolution No. 2018-170

Moved by: Councillor Foley
Seconded by: Councillor Laferriere

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2018-171

Moved by: Councillor Whalen
Seconded by: Councillor Jelly

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 Earleton-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.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2018-172

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

13. Reports by Members of Council

a) Regional Services and Out of Town User Fees

Resolution No. 2018-173

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

Councillor Whalen reported on the following:

- TMA: The TMA received a funding request from the *All on Board* group in regards to the return of passenger rail to the area. The Association passed a motion to provide \$5,000 towards the initiative.

Councillor Jelly reported on the following:

- Fire Conference: Attended conference on March 22-24 in Huntsville. Chief Program Officer from the National Centre for Fire and Life Safety made two presentations. One presentation in particular was made by Chief Mark Benson of Gogama in regards to the train derailment in that area. It was an excellent presentation and it was amazing what they went through and it would be beneficial to have him make a presentation to our firefighters.

Councillor Hewitt reported on the following:

- Fire Conference: Attended conference as well. A presentation from Steven Herman, Ontario Association of Fire Chiefs in regards to the Certification of Firefighters who provided some background information and statistics in support of the Certification. After hearing Mr. Herman, believes that there is some strong rationale to support the Certification. Councillor Jelly agreed with Councillor Hewitt's comments and will be going over some information provided at the conference with municipal fire staff.

Mayor Kidd reported on the following:

- BIA Open House: There will be a public meeting tomorrow night at Riverside Place beginning at 7 p.m. and all of Council is invited to attend and any decisions in regards to the future of the BIA is to be decided by the members BIA itself.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2018-174

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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 100th 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.

Carried

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

Resolution No. 2018-175

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. 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.

Carried

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

Resolution No. 2018-176

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

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

Resolution No. 2018-177

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

Carried

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

Resolution No. 2018-178

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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.

Carried

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

Councillor Foley disclosed a pecuniary interest with Memo No. 016-2018-CS and did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2018-179.

Resolution No. 2018-179

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2018-180

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. 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.

Carried

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

Resolution No. 2018-181

Moved by: Councillor Whalen

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. 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 17, 2018 Regular Council meeting.

Carried

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

Resolution No. 2018-182

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. 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.

Carried

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

Resolution No. 2018-183

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2018-184

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. 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.

Carried

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

Resolution No. 2018-185

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

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

Resolution No. 2018-186

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2018-187

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

Carried

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

Resolution No. 2018-188

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-189

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

Carried

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

Resolution No. 2018-190

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2018-191

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

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

Carried

16. By-laws

Resolution No. 2018-192

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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 A by-law of The Corporation of the City of Temiskaming Shores to authorize the borrowing upon Serial Debentures in the principal amount of \$549,000 towards the cost of New Liskeard WTP Iron Removal Filters & Haileybury WTP MCC replacement
- 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.

Carried

Resolution No. 2018-193

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that:

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.

Carried

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

None

19. Closed Session

Resolution No. 2018-194

Moved by: Councillor Foley

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to convene in Closed Session at 7:15 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)**

Carried

Resolution No. 2018-195

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 7:43 p.m.

Carried

Matters from Closed Session

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

Resolution No. 2018-196

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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

Carried

b) Under Section 239 (2) (e) of the Municipal Act, 2001 – Potential Litigation – St. Joseph’s Subdivision

Council provided staff with direction in Closed Session.

c) Under Section 239 (e) of the Municipal Act, 2001 – Litigation – Statement of Claim – Earlton-Timiskaming Regional Airport Authority (ETRAA)

An update was provided in Closed Session.

20. Confirming By-law

Resolution No. 2018-197

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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.

Carried

Resolution No. 2018-198

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

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.

Carried

21. Adjournment

Resolution No. 2018-199

Moved by: Councillor McArthur

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 7:45 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



April 4th, 2018

Mayor Carmen Kidd
Council members of Temiskaming shores
City of Temiskaming Shores
P.O. Box 2050
Haileybury, On

Re: Frog's Breath Application -Sponsoring organization

Dear Mayor Kidd and Council members,

Le Centre culturel ARTEM has applied to Frog's Breath Foundation for funding to assist in the purchase of stage and patio heaters for Village Noël Temiskaming. These heaters were researched with the help of city staff and will be available for other city events requiring heaters.

As you may or may not be aware, ARTEM is a non-profit organization and not a charitable organization. It cannot issue a charitable tax receipt. To be eligible for Frog's Breath Foundation funding, ARTEM is required to obtain a Sponsoring Organization as part of the application process.

I therefore respectfully submit a request for the City of Temiskaming Shores to be the Sponsoring Organization on behalf of le Centre culturel ARTEM for the Frog's Breath Foundation funding application.

I have attached a copy of the funding application along with the proposed budget for Village Noël Temiskaming 2018. If you have any questions or require more information, please call me at 705-648-0843 and I will endeavour to answer all questions, concerns and forward any required information.

Sincerely,

Réjeanne Bélisle-Massie
Présidente, Centre culturel ARTEM
Co-Chair, Village Noël Temiskaming 2018

c.c. Mathew Johnson, Co-chair, Village Noël Temiskaming 2018

1



FONOM Comments on the 2018 Ontario Budget

The Federation of Northern Ontario Municipalities (FONOM) has reviewed the 2018 Ontario Budget which was released by the Minister of Finance, Honourable Charles Sousa, in the Ontario Legislature on March 28, 2018.

“While the Budget listed significant investments to be made that are greatly needed, we are concerned about the government running deficits until 2024-2025, particularly at a time when the economy is doing well,” says Mayor Al Spacek of the Town of Kapuskasing and President of FONOM.

Some of the highlights in the 2018 Budget for FONOM included:

- Northern Ontario Heritage Fund Corporation (NOHFC) would be increased by \$85 million over three years to a total of \$150 million by 2021-2022.
- Investing \$500 million over three years to expand broadband connectivity in rural and northern communities.
- \$30 million over three years to be invested in the forestry sector aiming to support productivity and innovation enhancements, increase competitiveness and access to new global markets and strengthened supply chains.
- Continuing to address municipal concerns surrounding railway rights-of-way-property taxation. Municipalities will now have the option to increase rates per acre on high-tonnage rail lines based on a new adjusted tax rate schedule. The indexation of rates will continue to increase with the lowest rate per acre now being \$110, up from approximately \$35 in 2016. Short-line railway property tax rates would be held at 2016 levels.
- Community Transportation Grant Program will see \$40 million over three years to help provide transportation services in underserved areas.
- Investments in social supports such as health and dental for workers without workplace benefits, free childcare for those aged 2 1/2 until kindergarten, supports for seniors to stay in their homes longer, mental health services and investments into hospitals, among others.

We look forward to future investments in Northern Ontario and will be watching closely over the coming months.

Ministry of Citizenship
and Immigration

Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9

Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiles et
de l'Immigration

Ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9

Tél.: (416) 325-6200
Télééc.: (416) 325-6195



APR 06 2018

Dear Friends,

Every year since 1993, the Government of Ontario has presented the **Lincoln M. Alexander Award** to honour up to three young Ontarians who have demonstrated exemplary leadership in contributing to the elimination of racial discrimination in Ontario.

Today, I am writing to encourage you to submit a nomination for a young person whom you believe to be deserving of recognition for the **Lincoln M. Alexander Award**. Recipients will be recognized at a special ceremony and receive a cash prize of \$5,000 and a framed certificate. The nominations can be submitted under the following two categories:

- Community
- Student

To submit a nomination for this award:

1. Visit ontario.ca/honoursandawards.
2. Select the **Inclusion** category.
3. Click on **Lincoln M. Alexander Award**.
4. Download the PDF form.
5. Read the eligibility criteria and instructions carefully.
6. Fill out the form and submit it **no later than May 31, 2018**. Instructions for submitting your nomination package can be found on the website.

If you have any questions, please call 416-314-7526, toll free 1-877-832-8622 or TTY 416-327-2391, or email ontariohonoursandawards@ontario.ca.

Thank you for your support of this important recognition program.

Sincerely,

A handwritten signature in black ink that reads "Laura Albanese".

Laura Albanese
Minister

Ministry of Citizenship
and Immigration

Minister

6th Floor
400 University Avenue
Toronto ON M7A 2R9

Tel.: (416) 325-6200
Fax: (416) 325-6195

Ministère des Affaires civiques et
de l'Immigration

Ministre

6^e étage
400, avenue University
Toronto ON M7A 2R9

Tél.: (416) 325-6200
Télééc.: (416) 325-6195



0 6 AVR. 2010

Madame, Monsieur

Chaque année depuis 1993, le gouvernement de l'Ontario honore jusqu'à trois jeunes, pour leur leadership exemplaire, dans leurs efforts visant l'éradication de la discrimination raciale en Ontario, en leur présentant le **Prix Lincoln M. Alexander**.

Aujourd'hui, je vous écris pour vous encourager à soumettre une candidature au **Prix Lincoln M. Alexander**. Les récipiendaires seront honorés à l'occasion d'une cérémonie spéciale, et recevront un prix de 5 000 \$ et ainsi qu'un certificat encadré. Les candidatures peuvent être soumises en ces deux catégories suivantes :

- Communauté
- Étudiant

Pour présenter une candidature pour ce prix :

1. Visitez la page ontario.ca/distinctionsetprix.
2. Sélectionnez la catégorie **Inclusion**.
3. Cliquez sur **Prix Lincoln M. Alexander**.
4. Téléchargez le formulaire PDF.
5. Lisez attentivement les critères d'admissibilité et les instructions.
6. Remplissez le formulaire et **présentez-le au plus tard le 31 mai 2018**.
Les instructions pour la présentation de la candidature se trouvent sur le site Web.

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

Merci de l'appui que vous apportez à cet important programme de reconnaissance. Veuillez agréer, Madame, Monsieur, l'expression de mes sentiments les meilleurs.

La ministre,

A handwritten signature in black ink, appearing to read 'Laura Albanese'.

Laura Albanese



Thinking
beyond
the box

Stewardship Ontario



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

RE: Industry funding for Municipal Blue Box Recycling for the fourth quarter of the 2017 Program Year

March 31, 2018

Dear Mayor and Members of Council:

Packaging and printed paper companies, represented by Stewardship Ontario, fulfill their responsibilities to fund 50% of the net cost of the Blue Box Program by making cash payments to municipalities and First Nations on a quarterly basis.

The Resource Productivity and Recovery Authority (RPRA) determined that payments to municipalities will be based on a 2017 funding obligation of \$123,669,745. This represents an increase of 1.74% over 2016. RPRA provided further details with respect to the RPRA Board's determination of the 2017 obligation in a report on their website (www.rpra.ca).

Stewardship Ontario is pleased to provide payments to municipalities in accordance with the RPRA Board's decision.

On behalf of Stewardship Ontario, I want to thank you for your ongoing dedication to waste diversion and resource recovery.

Sincerely,

David Pearce
Supply Chain Officer
Stewardship Ontario



Centre
d'éducation des
adultes de New Liskeard

-Y'a pas d'âge pour apprendre-



CONSEIL SCOLAIRE
CATHOLIQUE
DE DISTRICT DES
GRANDES
RIVIÈRES

Centre d'éducation des adultes
21, rue Armstrong Sud
C.P. 4030
New Liskeard ON P0J 1P0
Peggy Morin, Coordonnatrice
peggy.morin@cscdgr.education
705 647-7304, poste 223 ou 221
Télécopieur : 705 647-8410

April 6, 2018

City of Temiskaming Shores
Carman Kidd
P. O. Box 2050
Haileybury, Ontario P0J 1K0

Dear Mr. Kidd,

Every year, *Centre d'éducation des adultes* (CÉA) is proud to award Ontario High School Diplomas to its students. At CÉA, we are happy to reward the efforts and success of our students which is why we are appealing to your generosity and soliciting a donation from you.

Thanks to your generosity, your donation will allow us to offer our graduates a bursary during our graduation ceremony which we be held on June 13, 2018. Please let us know if you, or a representative from your organisation or business, would like to present your bursary to the recipient during the ceremony.

For the past 25 years, CÉA has been offering a variety of educational and professional programs to youths and adults in our area. In fact, during our graduation ceremony, we will be celebrating our 25th anniversary!

We are very fortunate to have an alternative learning centre in our area. We give young learners and adults the possibility of obtaining their High School Diploma, of improving their work related skills, of preparing for postsecondary education, of taking workshops that make them successful citizens and of improving their overall life skills.

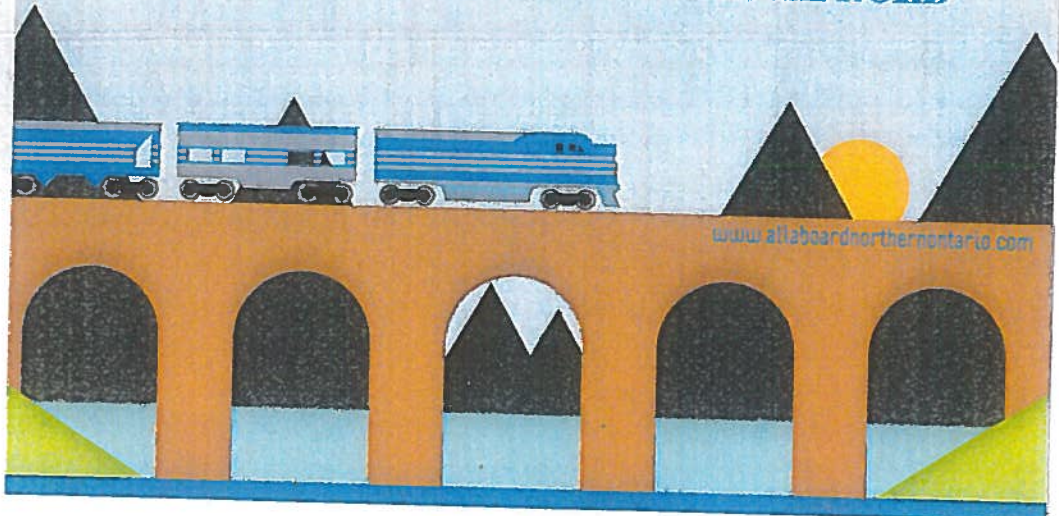
Your donation is greatly appreciated and acknowledged. Please label your cheque to Centre d'éducation des adultes. Upon receipt of your donation, an official tax receipt will be mailed to you.

Thank you for your support.

Sincerely yours,

Peggy Morin, OCT
Coordinator

A WAY NORTH ... UNE VOIE VERS LE NORD



Thank you for supporting
our campaign to revive
Ontario Northland Rail
Passenger Service



*Merci d'avoir appuyé notre
campagne de rétablissement
du service de train de
passagers d'Ontario Northland*

Dear Mayor Kidd & members of the City of
Temiskaming Shores Council,

I wanted to thank you personally for your
contribution to All Aboard Northern Ontario's
conceptual plan to facilitate a return of passenger
train service through Temiskaming District.

Sincerely,

Eric Boutilier
ÉRIC BOUTILIER

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

Meeting Minutes

Wednesday, December 20, 2017

Present: Acting Chair: Florent Heroux
Members: Angela Hunter; Voula Zafiris

Regrets: Carman Kidd; Robert Dodge; Suzanne Othmer

Absent: Maria McLean

Also Present: Jennifer Pye, Secretary-Treasurer

Public: Paul Maxwell

1. Opening of Meeting

Resolution No. 2017-46

Moved By: Voula Zafiris
Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment meeting be opened at 1:37 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2017-47

Moved By: Angela Hunter
Seconded By: Voula Zafiris

Be it resolved that the Committee of Adjustment appoints Florent Heroux to Chair the December 20, 2017 meeting in the absence of Carman Kidd, Chair.

Carried

3. Adoption of Agenda

Resolution No. 2017-48

Moved By: Angela Hunter
Seconded By: Voula Zafiris

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

Carried

4. Declaration of Pecuniary Interest

None

5. Adoption of Minutes

Resolution No. 2017-49

Moved By: Voula Zafiris
Seconded By: Angela Hunter

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the November 29, 2017 Committee of Adjustment Meeting as printed.

Carried

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

Meeting Minutes

Wednesday, December 20, 2017

6. Public Hearings

Acting Chair Florent Heroux advised that this afternoon a public hearing is scheduled for one consent application.

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

6.1 Consent Application B-2017-05(H) – Marc Ducharme on behalf of Donald Lauzon, Bucke Concession 3, Part of Lot 11, Parcel 14195SST

The Chair declared the public hearing for Consent Application B-2017-05(H) to be open.

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

Subject land: Bucke Concession 3, Part of Lot 11, Parcel 14195; Town of New Liskeard, City of Temiskaming Shores.

Purpose of the application: The purpose of the application is to sever a 15m x 31.7m (50' x 104') portion of property from the subject land to be added to the rear of the adjacent property at 608 Browning Street. Mr. Lauzon owns both properties and is in the process of selling the property fronting Browning Street, and it was discovered during the adjacent lands search that the rear portion of 608 Browning Street is a part lot and therefore cannot not be transferred without consent. It has generally been assumed that the portion of the property that is subject to this application has always been part of 608 Browning Street; this portion of property is included in the municipal tax roll for 608 Browning Street. A portion of the subject land is also located on the south side of Main Street and is to remain with the retained portion

Statutory public notice: The application was received on November 16, 2017 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on December 6, 2017 in accordance with the requirements of the Planning Act. Notice was also mailed to property owners within 60m (200') of the subject land.

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

The Committee questioned the reasoning for not extending the rear property line of the lots to the west. Jennifer Pye indicated that the rear property line proposed to be established is the generally accepted line and lines up with the property directly to the east and the limit of the original Lot 5.

The Committee questioned the reference plan that was submitted and the reasoning for the retained portion to be indicated as Part 1 and the severed portion to not be included as a part on the plan. Jennifer Pye indicated that the reference plan had just been submitted that morning and she would contact the applicant to discuss.

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

Meeting Minutes

Wednesday, December 20, 2017

The committee considered the following resolution:

Resolution No. 2017-50

Moved By: Angela Hunter

Seconded By: Voula Zafiris

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2017-05(H) as submitted by Marc Ducharme on behalf of Donald Lauzon for the following lands: Bucke Concession 3, Part of Lot 11, Parcel 14195SST; Town of Haileybury, City of Temiskaming Shores;

And whereas the applicant is requesting to sever a 50' x 104' parcel of land from the north side of the subject land to be added to the adjacent property to the north (608 Browning Street) for the purpose of enlarging the property.

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated December 14, 2017 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores approves Consent Application B-2017-05(H) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) Two copies of the signed Acknowledgement and Direction;
 - b) The "Transfer in Preparation" and/or "Easement in Preparation";
 - c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";
 - d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- 2) This is a lot addition, therefore Section 50(3) or 50(5) of the Planning Act applies to any future conveyance or transactions involving the severed property.

Carried

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, January 31, 2018

9. Adjournment

Resolution 2017-51

Moved By: Voula Zafiris

Seconded By: Angela Hunter

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

Meeting Minutes

Wednesday, December 20, 2017

Be it resolved that the Committee of Adjustment meeting be closed at 2:00 pm.

Carried

Florent Heroux
Acting Chair

Jennifer Pye
Secretary-Treasurer



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

Minutes of the Regular Meeting of the Board

held on Wednesday, January 17, 2018, 5:30 p.m.

at the NEOFACS Boardroom – 40 Third Street, Englehart

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

REGRETS: Clermont Lapointe; Tina Sartoretto

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

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 # 2018-01 MOVED by Cliff Fielder SECONDED by Airianna Misener:

THAT the agenda of the regular meeting of the Board held on January 21, 2018 be approved as amended, with one addition: 8.1 Wee Care Day Care

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-02 MOVED by Doug Jelly and SECONDED by Norm Mino:

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

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 ELECTIONS

Don Studholme, CAO, facilitated the election process.

5.1 Election of the Chair:

The First Call for Nominations of the Board Chair was made. Doug Jelly was nominated by Cliff Fielder, seconded by Todd Morgan. The Second and Third Call for Nominations were held and no other nominations were made. Doug Jelly allowed his name to stand for election. Nominations were closed.

Resolution # 2018-03 MOVED by Todd Morgan and SECONDED by Norm Mino:

That the nominations for the Chair be closed.

CARRIED.

Resolution # 2018-04 MOVED by Cliff Fielder and SECONDED by Todd Morgan:

THAT the nominee Doug Jelly be elected to the position of Chair of the District of Timiskaming Social Services Administration Board for the year 2018.

CARRIED.

5.2 Election of the Vice-Chair:

The First Call for Nominations of the Board Vice-Chair was held: Todd Morgan was nominated by Cliff Fielder, seconded by Doug Jelly. The Second Call for Nominations was held: Todd Morgan nominated Norm Mino who refused the nomination. There was no seconder. The Third Call for Nominations was held and no other nominations were made. Todd Morgan allowed his name to stand for election. Nominations were closed.

Resolution # 2018-05 MOVED by Norm Mino and SECONDED by Airianna Misener:

That the nominations for the Vice-Chair be closed.

CARRIED.

Resolution # 2018-06 MOVED by Cliff Fielder and SECONDED by Doug Jelly:

THAT the nominee Todd Morgan be elected to the position of Vice-Chair of the District of Timiskaming Social Services Administration Board for the year 2018.

CARRIED.

5.3 Election of the Subcommittees:

Resolution # 2018-07 MOVED by Airianna Misener and SECONDED by Jim Whipple:

THAT the following Board Members be appointed to the following Subcommittees:

Human Resources: Todd Morgan, Norm Mino, Patricia Hewitt.

French Language Services: Clermont Lapointe, Norm Mino, Tina Sartoretto.

CARRIED.

Doug Jelly assumed the Chair position for the rest of the meeting.

7.0 CORRESPONDENCE

7.1 Letter from Agricultural Research Institute of Ontario dated January 5, 2018

Resolution # 2018-08 MOVED by Patricia Hewitt and SECONDED by Todd Morgan:

THAT the Board receive the Correspondence as presented for information.

CARRIED.

8.0 OTHER BUSINESS

8.1 Wee Care Day Care

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

8.2 Social Housing Refunds

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

8.3 108 Fifth Avenue, Englehart Balcony Tender Award

Kelly Black, Housing Services Manager, presented this item to the Board for discussion and for approval.

Resolution # 2018-09 MOVED by Cliff Fielder and SECONDED by Norm Mino:

THAT the Board award the tender for the repair of balcony decks at the building located at 108 Fifth Avenue in Englehart Ontario to RainForces Ltd. at a total cost of \$57,400 plus HST.

CARRIED.

8.4 Affordable Housing Development

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

Resolution # 2018-10 MOVED by Jim Whipple and SECONDED by Patricia Hewitt:

THAT the Board support Timiskaming District Housing Corporation in the development of Affordable Housing on Grant Drive in Temiskaming Shores Ontario to be funded under the Investment in Affordable Housing (IAH) Program allocating \$600,000.00 of Social Infrastructure Funding to the project. In addition the Board is committed to ensure Timiskaming District Housing Corporation has full financing for the development of this project.

CARRIED.

8.5 2018 Budget

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

8.6 Transfer from Severance Reserve Fund

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

Resolution # 2018-11 MOVED by Todd Morgan and SECONDED by Norm Mino:

THAT the Board approve a withdrawal of \$62,848 from the EMS Severance Reserve Fund in order to offset severance costs incurred in 2017.

CARRIED.

8.7 Daily Expense Allowance

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

Resolution # 2018-12 MOVED by Todd Morgan and SECONDED by Cliff Fielder:

That the Board approve the following changes to the Daily Expense Allowance:

That the present allowance for the Timiskaming District remain the same;

That the allowance for Cochrane, Sudbury, North Bay be removed from the policy;

That all other travel would be approved as breakfast for \$12.00, lunch \$18.00 and supper at \$30.00 for a total of \$60.00;

For duration of less than 24 hours, you would only qualify for breakfast if you leave home/base before 5:00 am and for supper if you return home later than 7:30 pm.

CARRIED.

8.8 Board Expenses 2017

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-13 MOVED by Todd Morgan and SECONDED by Norm Mino:

THAT the Board approve the Board honorarium and expenses for 2017 as presented by the Director of Finance and these be forwarded to the municipalities that our Board members represent.

CARRIED.

8.9 2017 Q4 Operational Overview Report

Don Studholme, CAO, presented this item for information.

Dani Grenier-Ducharme, Janice Loranger and Kelly Black left the meeting at 7:15 PM.

9.0 In Camera Session

Resolution # 2018-14 MOVED by Todd Morgan and SECONDED by Cliff Fielder:

THAT the Board move into the in camera session to discuss two human resources issues and one property issue.

CARRIED.

10.0 Return to the Regular Meeting

Resolution # 2018-15 MOVED by Cliff Fielder and SECONDED by Todd Morgan:

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 7:49 p.m.

CARRIED.

11.0 ADJOURNMENT / NEXT MEETING

Resolution # 2018-16 MOVED by Patricia Hewitt and SECONDED by Norm Mino:

RESOLVED THAT the Board meeting be hereby adjourned at 7:50 p.m.

AND that the next meeting be held on February 21, 2018, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Doug Jelly, Board Chair

2018/02/21
Date

Recorder: Lise Gauvreau



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

Minutes of the Regular Meeting of the Board

held on Wednesday, February 21, 2018, 5:30 p.m.

at the NEOFACS Boardroom – 40 Third Street, Englehart

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

REGRETS: Norm Mino

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

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 # 2018-17 MOVED by Tina Sartoretto and SECONDED by Todd Morgan:

THAT the agenda of the regular meeting of the Board held on February 21, 2018 be approved as presented.

CARRIED.

4.0 ADOPTION OF PREVIOUS MINUTES

Resolution # 2018-18 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt:

THAT the minutes of the regular Board meeting held on January 17, 2018 be approved as presented.

CARRIED.

5.0 BUSINESS ARISING FROM PREVIOUS MINUTES

Nil.

6.0 OTHER BUSINESS

6.1 2017 Write-Offs for Social Housing

Kelly Black, Housing Services Manager, presented this item for approval.

Resolution # 2018-19 MOVED by Clermont Lapointe and SECONDED by Jim Whipple:

THAT the Board approve to write off \$16,061.89 of uncollected rent and maintenance charges from former tenants for the 2017 fiscal year.

CARRIED.

6.2 Year Three Social Infrastructure Funding (SIF) Allocation

Kelly Black, Housing Services Manager, presented this item for approval.

Resolution # 2018-20 MOVED by Todd Morgan and SECONDED by Cliff Fielder:

THAT the Board approve the Program Delivery and Fiscal Plan (PDFP) for the Year 3 Social Infrastructure Funding (SIF) allocation as presented.

CARRIED.

6.3 EMS Salary Arbitration

Don Studholme, CAO, presented this item for information.

6.4 Children Services Data Analysis Coordination Services

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

Resolution # 2018-21 MOVED by Airianna Misener and SECONDED by Cliff Fielder:

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

CARRIED.

6.5 Provincial and Federal Child Care Expansion Plan

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

Resolution # 2018-22 MOVED by Clermont Lapointe and SECONDED by Jim Whipple:

THAT the Board endorse Ontario's Expansion Plan under the Canada-Ontario Early Learning and Child Care Agreement (ELCC). By signing the 2018 Child Care and Child and Family Program Service Agreement, the DTSSAB Board will mandate the Children's Services Manager to deliver on system expansion for the district of Timiskaming.

CARRIED.

6.6 Expense Policy FM-06

Don Studholme, CAO, presented this item for approval.

Resolution # 2018-23 MOVED by Todd Morgan and SECONDED by Airianna Misener:

THAT the Board approve the amended Expense Policy FM-06 as per the changes recommended at the January 17, 2018 Board meeting effective March 1st, 2018.

CARRIED.

6.7 2018 Budget

Don Studholme, CAO, presented this item for approval. A recorded vote on the motion was requested.

Resolution # 2018-24 MOVED by Cliff Fielder and SECONDED by Airianna Misener:

THAT the Board approve the 2018 budget of \$34,114,606 and remove \$100,000 from the working fund reserve to reduce the municipal billing to \$6,403,958 from their apportionment of \$6,444,239 and the territories without municipal representation billing to \$1,591,037 from their apportionment of \$1,611,037.

	<u>In Favour</u>	<u>Opposed</u>	
Airianna Misener	✓		Carried: _____ ✓
Clermont Lapointe		✓	Defeated: _____
Cliff Fielder	✓		Deferred or Tabled: _____
Doug Jelly	✓		
Jim Whipple	✓		
Norm Mino	n/a	n/a	
Patricia Hewitt	✓		
Tina Sartoretto		✓	
Todd Morgan		✓	
Total:	5	3	

6.8 CAO Report

Don Studholme, CAO, presented this item for information.

Dani Grenier-Ducharme, Janice Loranger and Kelly Black left the meeting at 6:53 PM.

7.0 In Camera Session

Resolution # 2018-25 MOVED by Patricia Hewitt and SECONDED by Cliff Fielder:

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

CARRIED.

8.0 Return to the Regular Meeting

Resolution # 2018-26 MOVED by Cliff Fielder and SECONDED by Patricia Hewitt:

THAT the Board resolve to rise from the in camera session and reconvene with the regular meeting of the Board without report at 6:59 p.m.

CARRIED.

11.0 ADJOURNMENT / NEXT MEETING

Resolution # 2018-27 MOVED by Clermont Lapointe and SECONDED by Todd Morgan:

RESOLVED THAT the Board meeting be hereby adjourned at 7:00 p.m.

AND that the next meeting be held on March 21, 2018, in Englehart or at the call of the Chair.

CARRIED.

Minutes signed as approved by the Board:



Doug Jelly, Board Chair

March 21, 2018
Date

Recorder: Lise Gauvreau

1.0 CALL TO ORDER

The meeting was called to order at 1:33 p.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Addition under New Business:
9.3 – Stop at Temiskaming Square
9.4 – Driver Consultations

4.0 APPROVAL OF AGENDA

Recommendation TC-2018-007

Moved by: Danny Whalen

Be it resolved that:

The Transit Committee agenda for the March 21, 2018 meeting be approved as amended.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation TC-2018-008

Moved by: Mike McArthur

Be it resolved that:

The Transit Committee minutes for the January 24, 2018 meeting be adopted as printed.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7.0 CORRESPONDENCE

- 7.1 Letter - Request to change in bus route – Golden Age Club (Referred to section 9.2 under New Business)

Discussion:

The Committee reviewed the request from the Golden Age Club in regards to a route change in Cobalt that would allow for a transit stop closer to their location.

Allowing for the transit stop relocation would also alleviate some of the issues that the transit bus currently have in the area.

Recommendation TC-2018-009

Moved by: Rochelle Schwartz

Be it resolved that:

The Temiskaming Transit Committee hereby agrees to amend the bus route as follows effective May 13, 2018 at the request of the Golden Age Club:

- New transit stop located the Golden Age Club for Southbound route only
- Relocation of the Classic Theatre transit stop to White Mountain Publishing for the southbound route only.

Carried

8.0 UNFINISHED BUSINESS

8.1 Transit Financials

Discussion:

Chris Oslund presented a reconciled year to date for 2017. The year ended with a surplus of \$69,953.15, which is a result of advertising sales for the bus signs, as well as, more transit passengers that anticipated and the increase in fares. The surplus has been applied to the debt that the Temiskaming Transit system owes the City of Temiskaming Shores.

8.2 Passenger Count

Discussion:

Chris Oslund reviewed the year over year passenger counts for the Committee's information.

8.3 Phase 2 – PTIF – Update

Discussion:

The federal and provincial government has now signed the agreements for the funding. There may be opportunity to utilize the funding for new buses, as well as, route enhancements.

8.4 Capital Project Update

Discussion:

Item was moved into closed session

9.0 **NEW BUSINESS**

9.1 Engine Failure Update

Discussion:

Mitch had previously made the Committee aware of an engine failure on one of our older buses (265,000 KM). The warranty has expired, however, due to the nature of the engine failure and it being such a rare occurrence, Cummins, the engine manufacturer, may assist with the cost of the repair. Mitch will make the Committee aware of the Cummins decision.

9.2 Request to change in bus route – Golden Age Club

Discussion:

Item was discussed as part of Correspondence.

9.3 Stop at Timiskaming Square

Discussion:

Currently, the Temiskaming Transit makes one stop at the Timiskaming Square while on the northbound route, however, does not return while heading southbound, which can be problematic for shoppers. Mitch will be speaking with Stock to determine the effect this would have on the transit times, route, etc.

Recommendation TC-2018-010

Moved by: Mike McArthur

Be it resolved that:

The Temiskaming Transit Committee hereby recommends a southbound transit stop at the Timiskaming Square, effective May 13, 2018.

Carried

9.4 Driver Consultations

Discussion:

It was noted that it is time to schedule the annual transit drivers meeting. Mitch will contact Stock to determine what dates would be best and Kelly will communicate with the Committee.

10.0 PUBLIC COMMENTS/COMPLAINTS

None

11.0 ADMINISTRATIVE REPORTS

None

12.0 CLOSED SESSION

Recommendation TC-2018-011

Moved by: Danny Whalen

Be it resolved that:

The Temiskaming Transit Committee convene into Closed Session at 2:10 p.m. to discuss litigation or potential litigation, including matters before administrative tribunals affecting the municipality or local board under Section 239 (2) (e) of the Municipal Act, 2001.

Carried

Recommendation TS-2018-012

Moved by: Mike McArthur

Be it resolved that:

The Temiskaming Transit Committee rise with report at 2:15 p.m.

Carried

Staff provided the Committee with a verbal update

13.0 NEXT MEETING

The next meeting of the Transit Committee is scheduled for May 16 at 1:30 p.m.

14.0 ADJOURNMENT

Recommendation TC-2018-013

Moved by: Mike McArthur

Be it resolved that:

The Transit Committee meeting is adjourned at 2:30 p.m.

Carried

COMMITTEE CHAIR

RECORDER

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: April 17, 2018
Subject: Shaver Park Playground Equipment
Attachments: **Appendix No. 1:** Hendersen Quotation
Appendix No. 2: Option 1 Layout

Mayor and Council:

The 2018 Recreation Capital Budget allocated \$50,000 for upgrades to the playground unit at Shaver Park. Staff met with Henderson Recreation Equipment in February of 2018 to review the components of a playground that would be appealing to children age five to twelve and make best use of the 2,600 square feet of play space.

Henderson Recreation provided two options:

Option No.	Price
1 Model No. B304526RO	\$47,622.00 plus applicable taxes
2 Model No. 304527RO	\$46,807.00 plus applicable taxes

Costs include supply of play sets, freight and installation. Staff would be responsible for removal of the old unit and site preparation.

Staff estimated the cost to have the playground surfaced with rubberized material based on the cost for prior playgrounds and it is estimated to be approximately \$89,400 plus applicable taxes.

A public meeting was advertised in the Temiskaming Speaker, on the City website and on the city fb page for Wednesday March 21st at 7:00 pm, unfortunately no one was in attendance.

Staff will be proceeding with the selection of Option 1 which is within the allocated budget amount and will await future funding opportunities prior to considering the rubberized surfacing in this area.

Staff is recommending that Council acknowledge receipt of Memo No. 004-2018-RS for information purposes.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Leisure Services

Christopher W. Oslund
City Manager

Date : February 28/2018

Attention : Tammie Caldwell Director of Leisure Services
Organization : City of Temiskaming Shores
Address : 325 Farr Drive P.O. Box 2050

City: Haileybury Ontario POJ 1K0
Telephone: 705-672-3363 ex 4123
Cell no.
Fax:
e-mail : tcaldwell@temiskamingshores.ca

Thank you for giving Henderson Recreation Ltd. The opportunity to provide you with a quotation. If you have any questions or concerns please contact me.

PROJECT SHAVER PARK

OPTION ONE :

1- Model B304526RO = \$ 47,622.00

OPTION TWO :

1- Model 304527RO = \$ 46,807.00

NOTE: above costing includes supply of play sets , freight , and installation of play sets

HST extra

NOTE : above costing does not include site preparation ,border if required and safety surfacing

Delivery times : 5-6 weeks from receipt of order

Terms : net 30- days from time of invoice

Important : Tammie I kept it a under the 50,000 in case you may want a swing set and not keep the old one

Also if you need large poster to have for your meeting with the group let me know and I will do them up for you

Sincerely



David Henderson x226

CITY OF TEMISKAMING SHORES - SHAVER PARK - OPTION 1



Model No. B304526R0

Posts | Iron
Starglide - Tan and Red

Accents | Light Blue

Roto-Molded Plastic | Red

HDPE Plastic | Red-White-Red

Components

Quantity	Desc	Quantity	Desc
1	Vertical Rail	1	"588" 70" Channel"
1	Stepping/Pod Climber 3'	1	Carve Motion Tow
1	Ring Climber 3'	1	Round Drum Panel
1	ROOF - WOLF	1	Round Kiaz Wheel Panel
2	Triangle Deck	2	Stepping Stone 12"
1	Transfer Station 3'	1	Paddle Power
1	Vertical Rail	1	CL STONI MOD1 LES W
1	Reconcile Deck	13"	LADDER
1	Double Slide Plastic Head	1	Accessible Transfer Beam
1	Double Top Slide 3'	1	Bufo Bench
		1	Bike Sit-It Bike Rack
		1	Treetop® Head Climber
		2	Log Stepper Small
		1	Log Stepper Medium

©2017 Henderson Recreation Equipment Limited. All rights reserved.
1 800 245 4441 | Fax 519 438 1121 | www.hendersonplay.com
11 Gilbertson Drive, Simcoe, Ontario, Canada, N7Y4X4
This drawing is not to be reproduced in any way without prior approval from Henderson Recreation.

Henderson®
Providing Playground Fun



Subject: New Liskeard Lions Kayak Festival
Request for City Support

Report No.: RS-006-2018
Agenda Date: April 17, 2018

Attachments

Appendix 01:

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-006-2018; and
2. That Council approves all of the requests with the following conditions:
 - the Lions Club receives approval from affected merchants regarding the road closure and assures the City that one lane will be kept open for emergency vehicle access;
 - the Lions Club commits to meeting all of the security needs laid out by the City regarding the use of land on the waterfront for camping; and
 - that RV parking be limited in the Montgomery Street and Fleming Drive area only

Background

The New Liskeard Lions Club hosted their first annual Kayak Festival in August of 2017 at which time the municipality provided the following:

- Assistance with the relocation of 4 sets of bleachers from the Riding Ring to Sharpe Street
- Street Closures
- Use of the city owned land to the south of the agricultural barns (Was not required)
- Mobile Stage
- Use of Tennis Courts for paint ball event
- Use of the green space located between the PF Centre to Mini Putt, RV parking area at the corner of Montgomery and Fleming Drive (was not required)
- Use of the greenspace located between Riverside Place and John's Tackle Box(was not required)
- Grant of \$3,000 to assist in marketing the event
- May require additional space for vendors and displays and if so, use of the greenspace between Riverside Drive and the Riding Ring as well as the roadway between the Riding Ring and the Curling Rink.(Was not required)

At the regular meeting of Council of April 3, 2018 Council received a letter of request from the New Liskeard Lions Club for the 2018 event to be held on August 17 and 18, 2018 including:

- Assistance with relocating of bleachers
- Street closures
- Mobile Stage
- Use of green space known as Land's End for inflatables, Rock Climbing Wall, and potentially campsites for participants
- RV Parking area behind the wonder shed across from NL Arena, and corner of Montgomery and Fleming Drive
- Use of grassy area beside riding ring and roadway behind the curling club
- Financial assistance for marketing the event.

Analysis

Staff have reviewed the requests and are able to assist the Club with the following support:

- Relocating bleachers
- Road closure approved from laneway adjacent to Tri-Town Bingo eastward, access from Armstrong Street to the laneway is required for the Fire Department, pending approval from affected merchants.
- Use of Mobile Stage
- Parking Restriction on the river side of Murray Street on Race day only for race participants.
- Use of green space between Riverside Place and John's Tackle Box for the Rock Climbing Wall and Inflatables.
- RV Parking in the area of Montgomery Street and Fleming Drive
- Additional space for displays in the green space between the Riding Ring and Riverside Drive and the alley behind the curling club pending space is provided for Emergency access.
- Marketing for the event will be included in the municipal advertising package with MCTV

All senior staff have identified concerns with the use of the waterfront park area for camping in terms of site layout, security, open fire burning, the requirement for police presence, and the requirement for a sufficient number of portapotties. More discussion with the New Liskeard Lions Club on this matter is required.

Financial / Staffing Implications

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

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

The requests are within the budget allocation for the Economic Development Office, all other requests are a reallocation of staff from core services of the Recreation Department. Staff will be rescheduled as best as possible to minimize overtime costs associated with the event.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Subject: Timiskaming Home Support Request
- Lobster/Chicken Fundraiser

Report No.: RS-007-2018
Agenda Date: April 17, 2018

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-007-2018;
2. That Council approves the use of the Haileybury Arena Floor Surface and Hall (including tables and chairs from the Haileybury Arena hall) for the Timiskaming Home Support Lobster/Chicken Dinner and Dance Fundraiser on Saturday June 23, 2018 and waive the non-profit rate for this fundraising event only;
3. That Council approves the use of the parking area at City Hall and Rotary Farr Park for the event; and
4. That Council will approve the restriction of parking in the parking lanes on Ferguson Avenue and on Blackwall Street from Ferguson Avenue to Georgina Avenue from 4:00PM to 12:00AM on June 23, 2018 for accessible parking only.

Background

Council received a letter from the Chair of the Timiskaming Home Support Board of Directors and the Community Fundraiser Lead at the regular meeting of Council of April 3, 2018. The letter was referred to the Director of Recreation.

Analysis

The Director contacted the Chair of the THS Board of Directors and was referred to the Community Fundraiser Lead.

Timiskaming Home Support is planning a Lobster/Chicken Dinner and Dance Fundraiser to be held at the Haileybury Arena on June 23, 2018. Proceeds from the event will be Timiskaming Home Support, the Tri-Town Ski Village, Community Living, and the Physician and Recruitment Committee to name a few.

The letter of request is for the following:

- Waive the rental fee for the Haileybury Arena for the event
- Supply, delivery, and set up of all city owned tables and chairs for the event
- Use of kitchen area in Haileybury Arena Hall

- Block off the Cobalt-Haileybury Curling Club Parking Area for the event
- Block off the City Hall Parking Area for the event
- Block off the Parking Area at Rotary Farr Park for the event
- Block off the Parking Area at the Haileybury Mall for the event
- Block off the road in front and to the side of the arena for accessible parking only,

The Recreation Committee considered the request at the regular meeting of Monday April 9, 2018 and approved the request to waive the non-profit fee for this event only.

There are forty round tables and 300 chairs in the Haileybury Arena Hall that may be used for the event however all other halls have been previously booked on that date, except for Dymond Hall.

Use of the kitchen area of the Haileybury Arena Hall could be permitted as the hall is non-rentable when a large event of this nature is taking place on the arena floor.

Parking: The City may block off the parking area at City Hall and Rotary Farr Park for the event. The THS will have to confirm with the CHHC that there are no rentals of the facility for that date to gain access to that parking area. The owners of the Haileybury Mall will have to be contacted for permission to use that area.

In terms of accessible parking on Ferguson Avenue and Blackwall Street, to ensure access by Emergency Vehicles, the city will allocate the parking lanes on these streets as accessible parking only for the event.

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

Staff will be required to be available for the set-up of the event and the event itself.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Subject: Enterprise Temiskaming – Core
Funding Agreement

Report No.: CGP-010-2018
Agenda Date: April 17, 2018

Attachments

Appendix 01: Proposed Amendment

Appendix 02: Memorandum of Understanding

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-010-2018;
2. That Council directs staff to prepare the necessary by-law to amend By-law 2014-194 being a by-law with the Ministry of Northern Development and Mines – Enterprise Temiskaming Centre to add the South Temiskaming Community Futures Development Corporation as a recipient to the agreement for consideration at the April 17, 2018 Regular Council meeting; and
3. That Council authorizes the Mayor and Clerk to execute a Memorandum of Understanding with the South Temiskaming Community Futures Development Corporation for the transition of Enterprise Temiskaming Centre from the City of Temiskaming Shores to the South Temiskaming Community Futures Development Corporation.

Background

Enterprise Temiskaming, established in May 1991, is a Small Business Enterprise Centre (SBEC) servicing the District of Timiskaming. The service area extends from Virginiatown to Latchford, and from Matachewan to the Quebec border.

Enterprise Temiskaming assists potential entrepreneurs and businesses in their early stages by discussing and reviewing their business ideas and plans; encouraging the entrepreneur to do research to understand the market in the field of business in which they would like to own and operate a business and ensuring that the potential entrepreneur understands the lifestyle and costs associated with starting and growing or expanding a business.

Enterprise Temiskaming has a database of funding programs, financial assistance programs, business plan examples, and additional contacts to assist with different questions or issues.

Enterprise Temiskaming also prepares business workshops and seminars throughout the year and is encouraged to establish events for International Women's Day, Small Business Week, Francophone and Aboriginal persons within the communities served. The program also encourages development of partnerships within the community in order to promote awareness of the program and potentially adding funds to the program for additional events / workshops / seminars.

Analysis

On April 1, 2014, the Province and the City of Temiskaming Shores entered into an agreement (By-law No. 2014-194) in respect of the operating of the Enterprise Temiskaming Centre by the City of Temiskaming Shores and accomplishing certain goals for the Centre as outlined in the funding agreement, as amended.

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.

The Ministry of Northern Development and Mines (MNDM) has approved to permit STCFDC to be added with Temiskaming Shores as the Recipient by amending By-law No. 2014-194 through **Appendix 01 – Proposed Amendment**. It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2014-194.

Municipal staff have also been in discussion with representatives from the South Temiskaming Community Futures Development Corporation (STCFDC) with respect to ensuring that any compliance reporting requirements prior to STCFDC being added to the agreement are fulfilled by the City and any compliance reporting requirements subsequent to STCFDC being added to the agreement are fulfilled by STCFDC. **Appendix 02 – Memorandum of Understanding (MOU)** outlines the obligations of both the City and STDFDC in respect to compliance reporting. It is further recommended that Council authorizes the execution of the MOU. A copy of the MOU would be placed in the file for both By-law No. 2014-194 (Core Agt) and By-law No. 2017-026 (Starter Company).

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.

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 Northern Development and Mines**

(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 the Temiskaming Shores have entered into an agreement dated April 1, 2014 in respect of the operating of the Enterprise Temiskaming Centre by Temiskaming Shores and accomplishing certain goals for the Centre as further outlined in the funding agreement (such agreement, as amended from time to time including by Amending Agreement No. 1 dated April 1, 2017, the “**Funding Agreement**”);

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 as further described in the Funding Agreement and each agrees that the obligations of the Recipient under the Funding 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 34.2, the parties to this amending agreement wish to amend the Funding 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 Funding Agreement.
2. The Funding 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 30, 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 Northern
Development and Mines

Ontario Government Bldg Suite
332, 435 James St S, Thunder
Bay, ON P7E 6S7

Attention: Jamie Taylor
Title: Area Team Manager,
Thunder Bay and Area
Tel.: 807-475-1725
Email:
jamie.taylor@ontario.ca

To the Recipient:

The Corporation Of The City Of Temiskaming Shores
325 Farr Drive
Haileybury, 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 30 is hereby amended by adding section 30.2 as follows:

30.2 **Joint and Several Obligations.** Without limiting section 30.1, each of Temiskaming Shores and 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 Funding 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 Funding Agreement constitute the entire agreement between the Parties.

[Remainder of page left intentionally 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 Northern Development and Mines

Name: _____ Date _____
Title: _____

Authorized Signing Officer

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

By: _____
Name: Carman Kidd Date _____
Title: Mayor

By: _____
Name: David Treen Date _____
Title: Municipal Clerk

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 Date _____
Title: Executive Director

By: _____
Name: Dan Cleroux Date _____
Title: Board Chair

We have authority to bind the Recipient.

THIS Memorandum of Understanding (MOU) is effective as of April 1, 2018.

B E T W E E N:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

(“City of Temiskaming Shores”)

- AND -

**SOUTH TEMISKAMING COMMUNITY FUTURES DEVELOPMENT
CORPORATION/SOCIETE D’AIDE AU DEVELOPPEMENT DES
COLLECTIVITES DU TEMISKAMING SUD**

(“STCFDC”)

WHEREAS the City of Temiskaming Shores and the STCFDC wish to enter into an amending agreement with the Province of Ontario effective as of April 1, 2018, (the “**Amending Agreement – Core Operations**”), to add the STCFDC as a Recipient to the funding agreement between the Province of Ontario and the City of Temiskaming Shores dated April 1, 2014, (such agreement, as amended from time to time including by Amending Agreement No. 1 dated April 1, 2017, the “**Core Funding Agreement**”), for the delivery of the core operations of Enterprise Temiskaming;

AND WHEREAS the City of Temiskaming Shores and the STCFDC wish to enter into an amending agreement with the Province of Ontario effective as of April 1, 2018, (the “**Amending Agreement – Starter Company Plus Program**”), to add the STCFDC as a Recipient to the funding agreement between the Province of Ontario and the City of Temiskaming Shores dated January 1, 2017 (the “**SC+ Funding Agreement**”), for the delivery of the Starter Company Plus Program;

AND WHEREAS both the City of Temiskaming Shores and the STCFDC wish to clarify each parties obligations for the fulfillment of the Core Funding Agreement and the SC+ Funding 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. The City of Temiskaming Shores confirms that it is in full compliance with both the Core Funding Agreement and the SC+ Funding Agreement. All reporting is up to date.
2. The City of Temiskaming Shores commits to conducting a financial reconciliation of both the Core Funding Agreement and the SC+ Funding Agreement, and to transfer all assets of Enterprise Temiskaming to the STCFDC in a timely fashion.

3. Upon receipt of the transfer of the assets of Enterprise Temiskaming, the STCFDC will assume full administrative obligations and act to ensure compliance with the Core Funding Agreement and the SC+ Funding Agreement for the final year of these respective agreements.
4. To facilitate reporting and/or audit processes, both the City of Temiskaming Shores and the STCFDC commit to cooperate fully in providing any relevant information related to their respective administration of the Core Funding Agreement and the SC+ Funding Agreement.
5. The City of Temiskaming Shores and STCFDC agree to assume full responsibility for any and all liabilities and to save each other harmless from any and all matters arising from each parties' respective administration periods of the Core Funding Agreement and the SC+ Funding Agreement.
6. This MOU shall be effective as of the first date written above.
7. This MOU 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.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this MOU on the dates set out below.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

By: _____
Name: Carman Kidd Date _____
Title: Mayor

By: _____
Name: David Treen Date _____
Title: Municipal Clerk

We have authority to bind the Corporation.

SOUTH TEMISKAMING COMMUNITY FUTURES DEVELOPMENT CORPORATION/SOCIETE D'AIDE AU DEVELOPPEMENT DES COLLECTIVITES DU TEMISKAMING SUD

By: _____
Name: John Bernstein Date _____
Title: Executive Director

By: _____
Name: Dan Cleroux Date _____
Title: Board Chair

We have authority to bind the Corporation.

Subject: Amendment to SPCA – Pronor
Medical Centre (240 Shepherdson Rd.)

Agenda Date: April 17, 2018
Report No.: CGP-011-2018

Attachments

Appendix 01: Draft amendment to By-law No. 2016-121

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-011-2018; and
2. That Council directs staff to prepare the necessary by-law amend By-law No. 2016-121 being a by-law for a Site Plan Control Agreement with Pronor Developments (T-Shores) Limited for consideration at the April 17, 2018 Regular Council meeting.

Background

On July 5, 2016, Council passed By-law No. 2016-121 to authorize entering into a Site Plan Control Agreement with Pronor Developments (T-Shores) Limited for the property at 240 Shepherdson Road (Medical Centre). The development of the property included a 1,055 m² (~11,350 ft²) building to accommodate the Great Northern Family Health Team, a physiotherapy office, and a commercial pharmacy, as well as associated ingress/egress from the site and parking facilities.

As development of the site progressed it was noted by City staff that the elevation of the site was significantly lower than originally approved on the site plan, material from site grading was deposited to the north and west of the development site and area graded, and the bank along Shepherdson Road encroached further onto the road allowance than was originally anticipated which caused concern about the proximity of the City's water main on Shepherdson Road to the edge of the bank. Staff subsequently sent a letter and met with the developer to review these concerns and request additional information, including an as-constructed grading plan, an updated stormwater management plan, and determination from an engineer that the additional encroachment of the bank onto the City's road allowance would not negatively impact the City's water main on Shepherdson Road.

The as-constructed grading plan and updated stormwater management plan were provided, and staff have since been working with Pronor and their consultants to come to a suitable compromise regarding the encroachment of the bank onto Shepherdson Road. Staff engaged the services of a solicitor to review the initial site plan agreement and advise of the available options to ensure the City's interests are protected regarding the water main. Pronor subsequently re-engineered the bank to remove the encroachment onto the City's road allowance and move the top of the bank back to the

property line. City staff reviewed the information from the developer's engineering consultant and ultimately accepted the work.

Analysis

An amendment to the site plan agreement is required to recognize the as-constructed condition of the property due to the major differences between the approved plans and the actual situation.

Staff have reviewed the documentation supporting the changes from the site plans initially approved and recommend that Council adopt a by-law to amend the site plan agreement for the property at 240 Shepherdson Road. The amendment will be registered on title to the property at the owner's expense.

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 approved by:	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
_____	_____	_____
Jennifer Pye Planner	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

**Appendix 01
CGP-011-2018
April 17, 2018**

Being a by-law to amend By-law No. 2016-121 being a by-law to authorize the Execution of a Site Plan Control Agreement with Pronor Developments (T-Shores) Limited for the portion of 240 Shepherdson Road described as Part 1 on Plan 54R-5840 (Roll No. 54-18-020-001-026.03)

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2014-133 designating certain areas within the Township of Dymond as Site Plan Control Areas;

And whereas Council adopted By-law No. 2016-212 (July 5, 2016) to enter into a Site Plan Control Agreement with Pronor Developments for the medical centre located at 240 Shepherdson Road;

And whereas Council considered Administrative Report CGP-011-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-121 for consideration at the April 17, 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 By-law No. 2016-121, as amended be further amended by Schedule "A", a copy of which is hereby attached and forming part of this by-law;
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register the amendment being Schedule "A" to this by-law;
3. That this by-law takes effect on the day of its final passing; and
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Amending Development Agreement entered into on the 17th day of April, 2018.

Between:

Pronor Development (T-Shores) Limited
(the "Owner")

And:

The Corporation of the City of Temiskaming Shores
(the "City")

Recitals:

- a) The Owner is the registered and beneficial owner of 240 Shepherdson Road, Dymond Concession 1, Part of Lot 6 being Part 1 on Plan 54R-5840; Temiskaming Shores; District of Timiskaming as described on Schedule A to this Amending Agreement (the "Lands.");
- b) The Owner and the City entered into a site plan and development agreement dated July 5, 2016 to permit commercial development on part of the Lands pursuant to City By-law No. 2016-121 (the "Original Site Plan Agreement");
- c) The City has identified works completed by the Owner including the finished grade of the Lands that do not comply with the Original Site Plan Agreement;
- d) More specifically the as-constructed grade on the Lands is lower than the grade set out in the original approved site plan (referred to herein as the "Lower Grade");
- e) The City and the Owner are now prepared to enter into this amending site plan agreement to address the non-compliance with the original site plan approval;

Now therefore this Agreement Witnesseth that in consideration of the premises and the mutual covenants and agreements herein contained, and in consideration of the payment of \$10.00 (Ten Dollars) now paid by each party to the other, the City and Pronor covenant and agree as follows:

1. The Original Site Plan Agreement and this Amending Agreement apply to the Lands as described in Schedule "A" and shall be registered on title to the Lands at the cost of the Owner.
2. Section 21 of the Original Site Plan Agreement is amended by the deletion of the following Plans and Appendices:

Appendix 01: Overall Site Plan Dwg. No: A1.1 Date Plotted Jun 07, 2016;
redlined by J Pye

Appendix 03: Site Grading Plan Dwg. No. C01 Rev. No. 0 Date Printed:
6/10/2016

Appendix 04: Site Servicing Plan Dwg. No. C02 Rev. No. 0 Date Printed:
6/10/2016

Appendix 05: Specifications Dwg. No. C03 Rev. No. 0 Date Printed:
6/10/2016

Appendix 06: Great Northern Family Health Shepherdson Road Stormwater
Management Report Prepared by: Exp Services Inc. Date:
June 21, 2016

3. Section 21 of the Original Site Plan Agreement is amended by the addition of the following Plans and Appendices:

Appendix 01: Overall Site Plan Dwg. No: A1.1 Rev. No. 3 Date Plotted Dec
07, 2017, redlined by J Pye

Appendix 03: Site Grading Plan Dwg. No. C01 Rev. No. 3 Date Printed:
11/30/2016, notation by J Pye

Appendix 04: Site Servicing Plan Dwg. No. C02 Rev. No. 3 Date Printed:
11/30/2016, notation by J Pye

Appendix 05: Specifications Dwg. No. C03 Rev. No. 3 Date Printed:
11/30/2016

Appendix 06: Great Northern Family Health Shepherdson Road Stormwater
Management Report Prepared by: Exp Services Inc. Date:
January 9, 2017, notation by J Pye

4. The Owner agrees that no development or redevelopment will proceed on the Lands except in accordance with Plans and Appendices as identified in the Original Site Plan Agreement as amended in paragraphs 2 and 3 above of this Amending Agreement.

5. The Original Site Plan Agreement is amended by the addition of the following paragraph 15a:

"15a The Owner acknowledges that the indemnity set out in paragraph 15 above does continue to apply to protect and indemnify the City from any loss, damages, costs or expenses that may be incurred or required to be incurred to address issues related to the Lower Grade."

6. The Owner acknowledges and agrees that the Original Site Plan Agreement is amended by the addition of a new paragraph 14a. as follows:

"14a. The financial security paid by the Owner to the City under paragraph 14, whether by way of certified cheque, cash or irrevocable letter of credit may be retained by the City and applied to remedy any

deficiency by the Owner in the Owner obligations under this Site Plan Agreement as amended."

7. [intentionally blank]

In witness whereof the parties have set their hands and seals on the date first above written.

Pronor Development (T-Shores) Limited

I have authority to bind the corporation
Name:
Title:

I have authority to bind the corporation
Name:
Title:

Municipal Seal

)
)
)
)
)
)
)
)
)
)
)

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

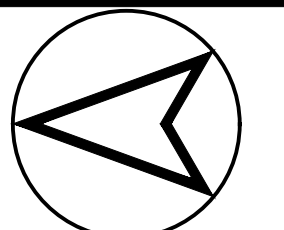
Clerk – David B. Treen



Schedule "A" to

Site Plan Amending Agreement

[insert legal description of the Lands – suitable for registration]



DO NOT SCALE DRAWINGS
The Contractor shall check and verify all dimensions before proceeding with the work.

DATE	REVISION
DEC. 7/17	3. AS BUILT
JUNE 7/16	2. REVISED ROAD DIMENSIONS TO COORDINATE WITH CIVIL
JUNE 1/16	1. ISSUED FOR TENDER / PERMIT SET



EVANS BERTRAND HILL WHEELER
ARCHITECTURE INC.

GREAT NORTHERN FAMILY HEALTH TEAM
177160 SHEPHERDSON ROAD
TEMPERANCE SHORES, ONTARIO

OVERALL SITE PLAN

drawn by: JA/JIM
checked by: BRB

scale: 1:500
project no: 1521

date plotted: Dec 07, 2017

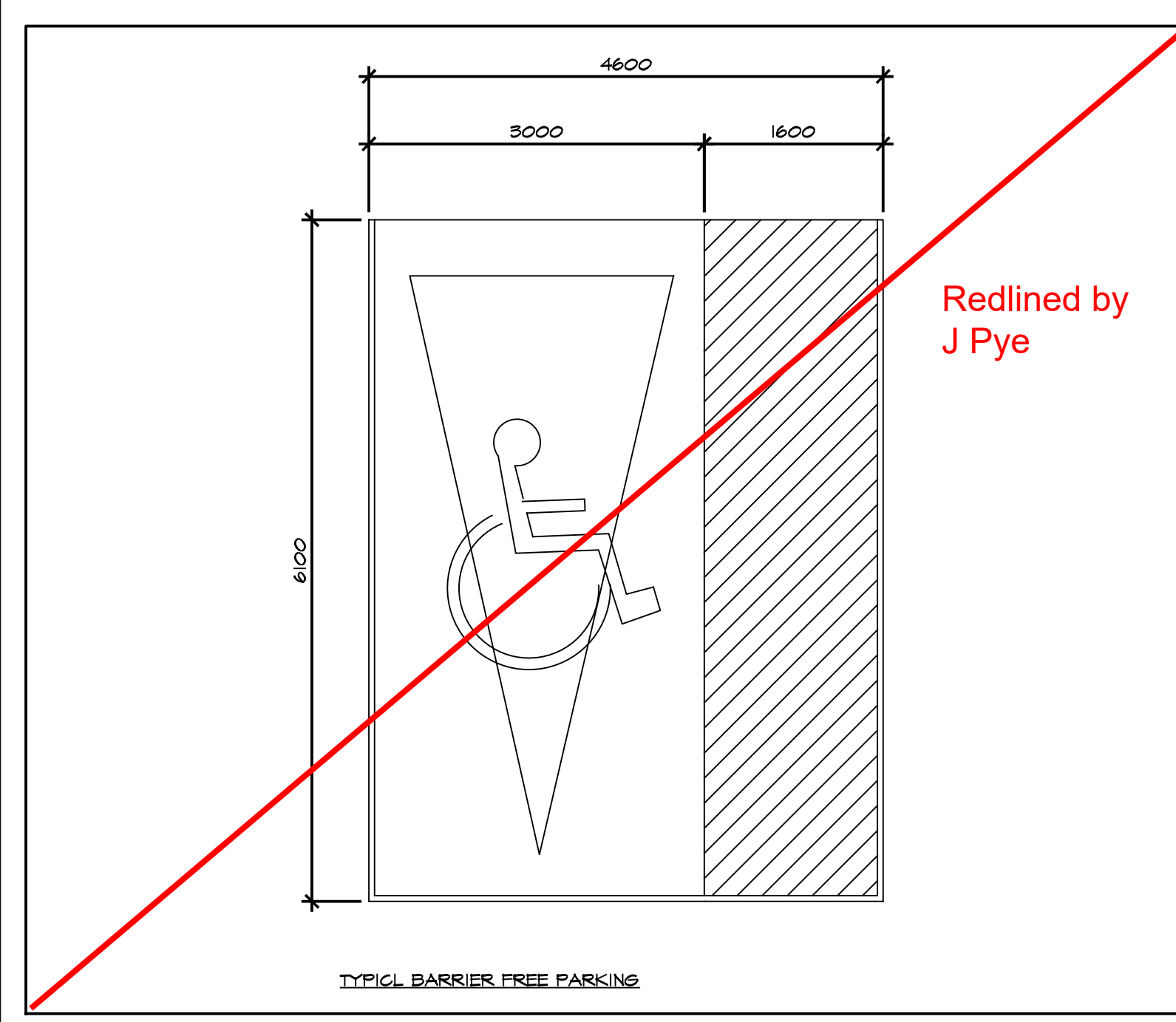
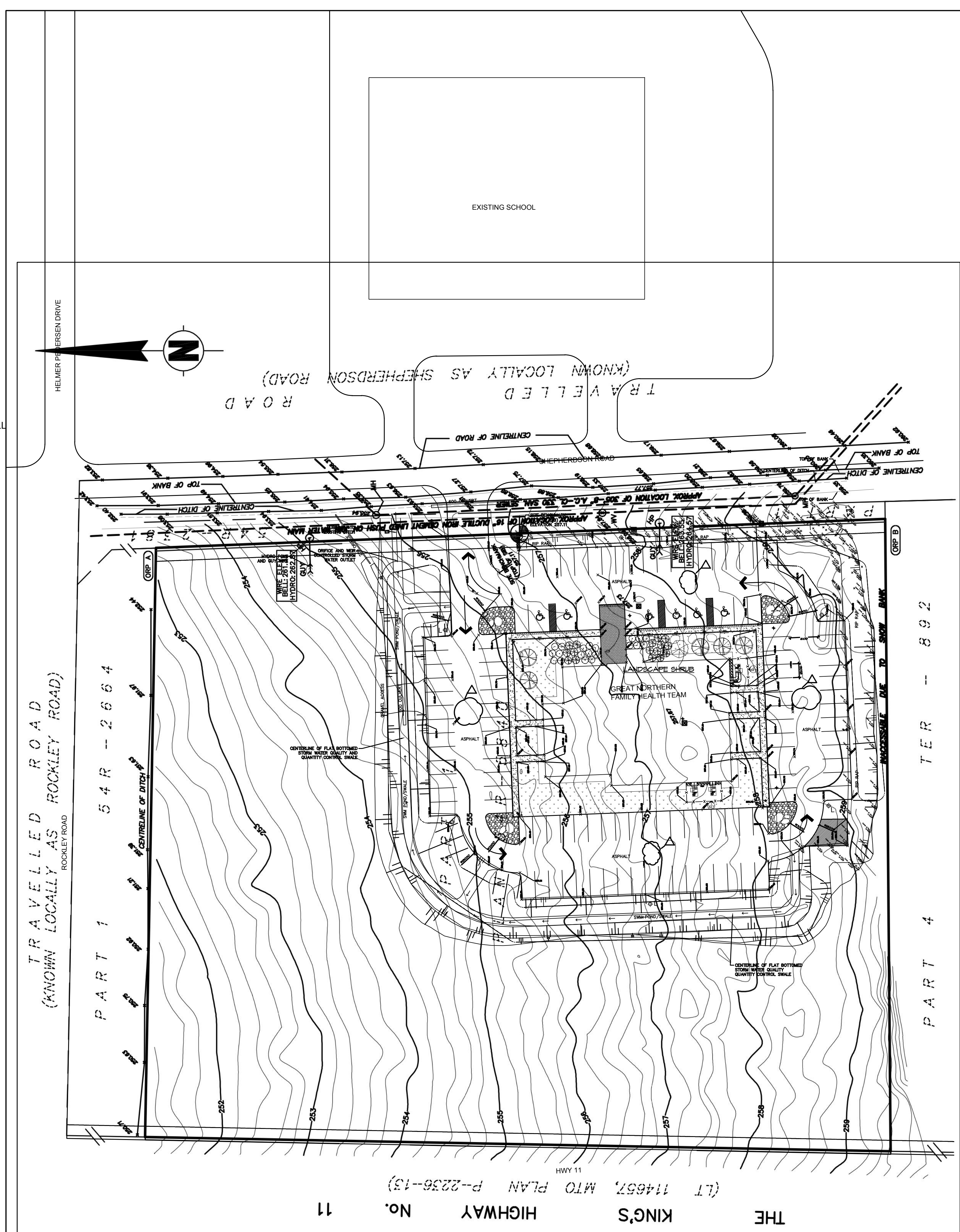
date revised:

dwg no:

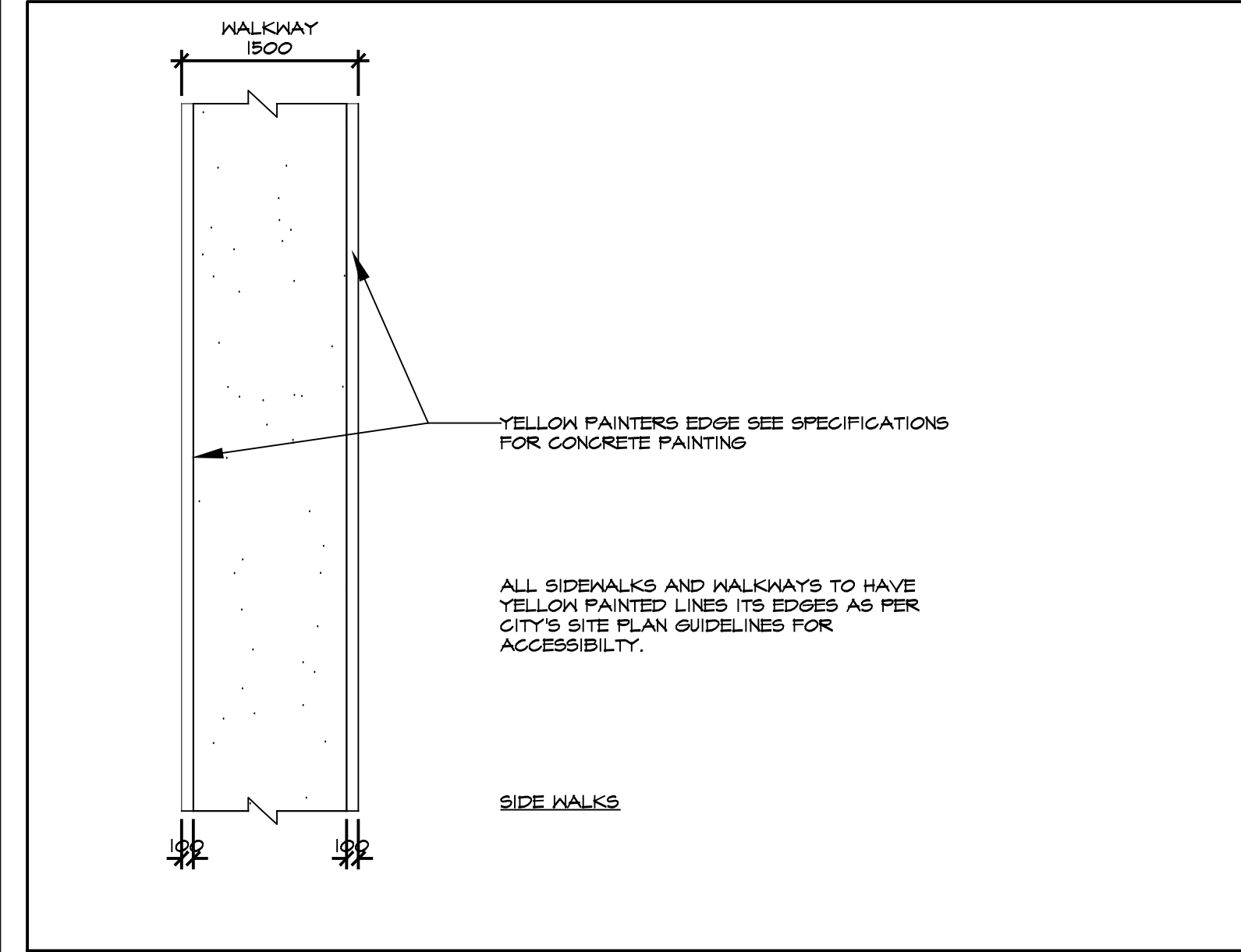
A1.1

AS-BUILT
BASED ON INFORMATION
SUBMITTED BY exp Services
NOV. 7, 2017

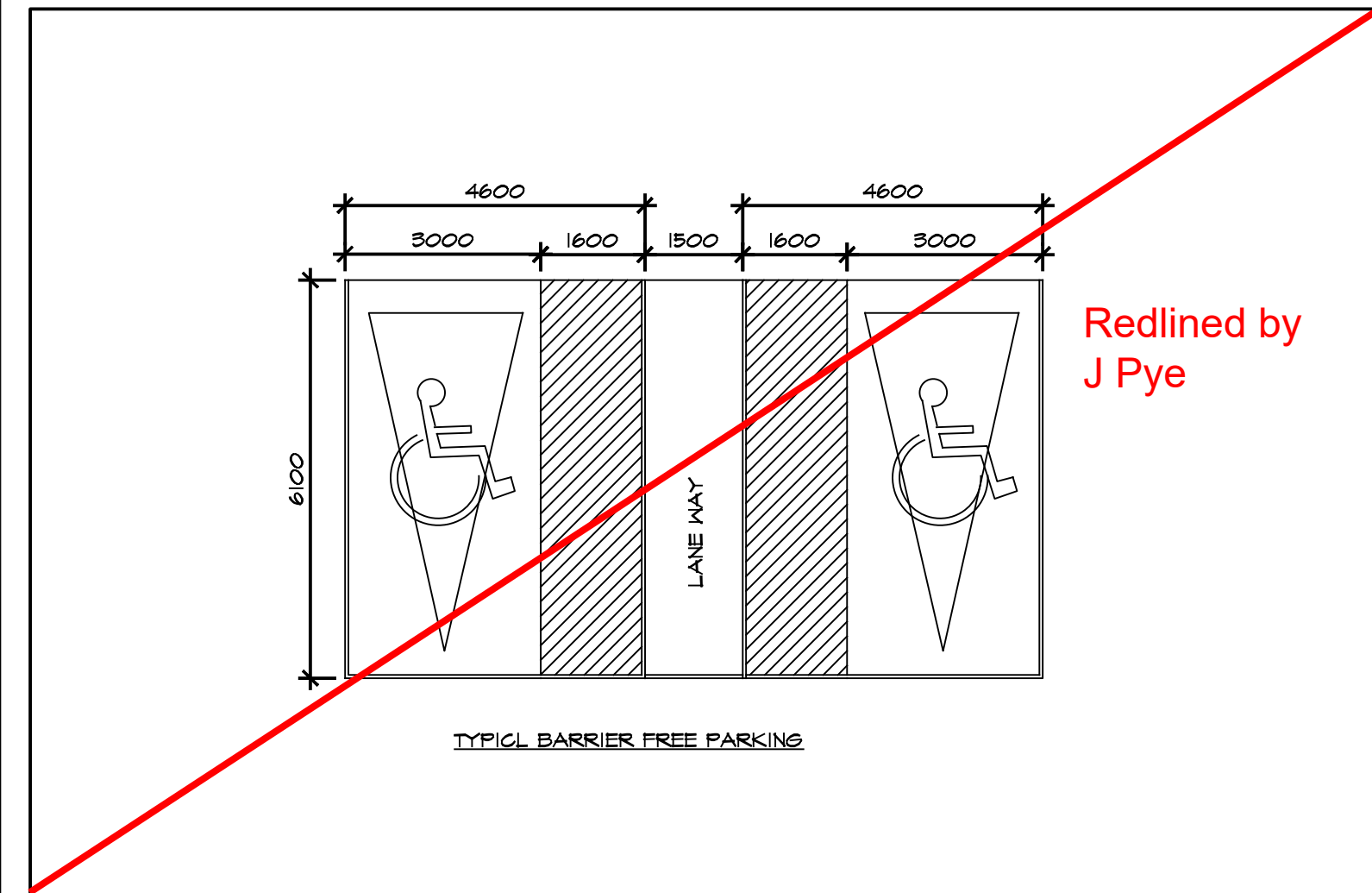
- LANDSCAPE SHRUBS:**
- MUGHO PINE / PINUS MUGO X 15
 - GOLDFLAME SPIREA / BERMILDA SPIREA X 6
 - SILVEREDGE DOGWOOD / CORNUS ALBA 'ELEGANTISSIMA' X 15
- TREES:**
- RED MAPLE / ACER REBRUM X 1
 - BLUE SPRUCE / PICEA FENSIS X 3
 - ROCK 1.2-1.5 ROUNDED SOFT SURFACE NATURAL, NO BLAST ROCK.
- LEGEND**
- SIGNAGE
 - CONCRETE WALK
 - LOCKSTONE WALK CONC. PAVER
 - GRASS
 - BARRIER FREE SIGNAGE
 - L LIGHT STANDARD (SEE ELECTRICAL DRAWINGS)
 - BARRIER FREE PUSH BUTTON (TYPICAL)
 - POVE LIGHT SEE ELEC.
 - BOREHOLE SEE SOIL REPORT
- BOREHOLE NOTES:**
- APPROXIMATE LOCATION OF BOREHOLES, GENERAL CONTRACTOR TO CONFIRM WITH SOIL REPORT AND VERIFY ON SITE.



2 TYPICAL BARRIER FREE PARKING STALL
A1.1 SCALE 1:50



3 TYPICAL SIDE WALK
A1.1 SCALE 1:50



4 TYPICAL DOUBLE PARKING STALL
A1.1 SCALE 1:100

CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR USE IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © Aug. 2016

LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- SAN --- SAN --- EX. SANITARY SEWER
- SAN --- SAN --- PROPOSED SANITARY SEWER
- STM --- STM --- EX. STORM SEWER
- STM --- STM --- PROPOSED STORM SEWER
- W --- W --- EX. WATER MAIN
- W --- W --- PROPOSED WATER MAIN
- SAN --- STM --- HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
- GAS --- GAS --- PROPOSED GAS LINE
- GAS --- GAS --- EX. GAS LINE
- HYD --- HYD --- PROPOSED HYDRO LINE
- HYD --- HYD --- EX. HYDRO LINE
- EXISTING/PROPOSED SANITARY MANHOLE
- EXISTING/PROPOSED STORM MANHOLE
- EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
- WQU - WATER QUALITY UNIT
- EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
- EXISTING/PROPOSED STORM CATCH BASIN
- EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
- ⊗ PROPOSED WATER SHUT-OFF
- ▶ PROPOSED THRUST BLOCK
- EXISTING/PROPOSED FIRE HYDRANT
- 1.2% PROPOSED SLOPE
- × 225.52

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 6th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 6th, 2016
0	ISSUED FOR PERMIT TENDER	J.J.D.	June 1st, 2016

No.	Revision	By:	Date
-----	----------	-----	------

ISSUED FOR APPROVALS

Professional Seal

Drawn By: J.J.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 6th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 11/30/2016

File Name: T GNFTHT Grading - JJD NOV 30 2016

Project Title

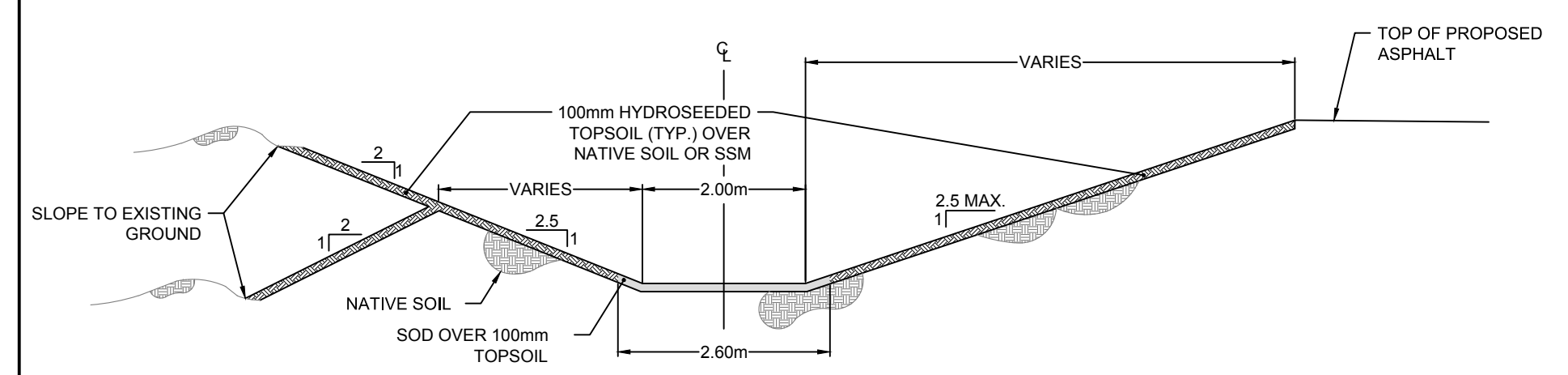
**GREAT NORTHERN
 FAMILY HEALTH
 TEMISCAMING SHORES, ON**

Dwg. Title

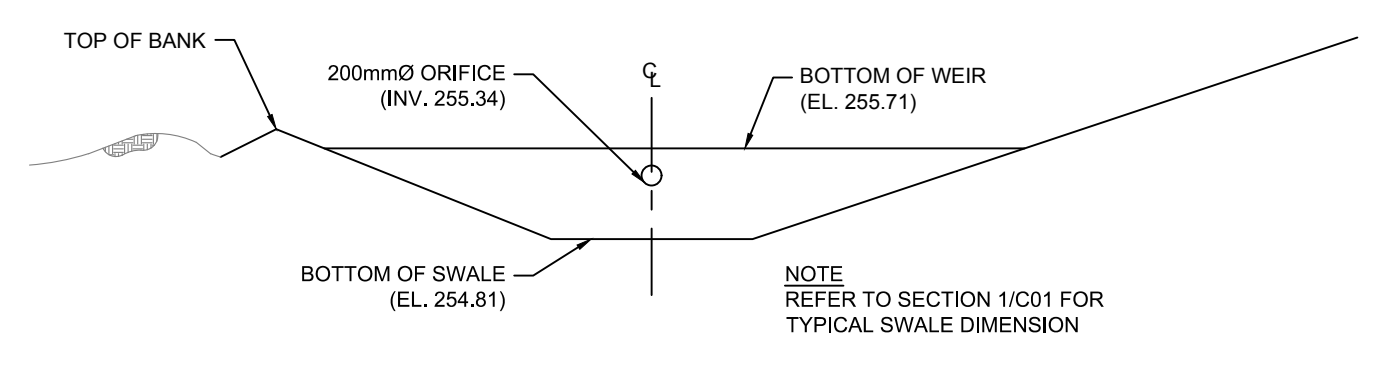
SITE GRADING PLAN

Project No. **NTB-0005189-00**

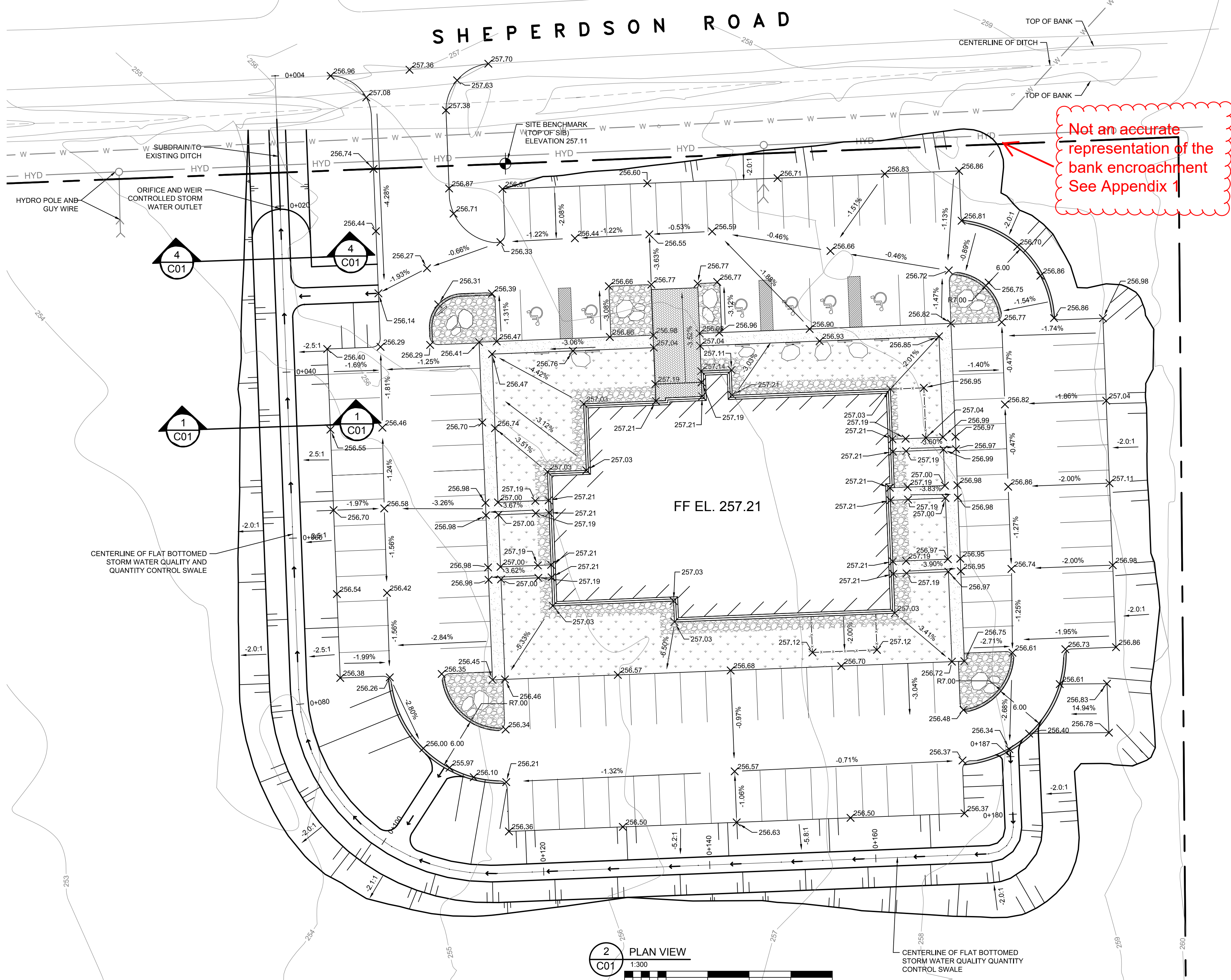
Dwg. No. **C01** Rev. No. **3**



1 SECTION - QUALITY CONTROL SWALE
 C01 1:75
 0 1 2 3 4 5 6m

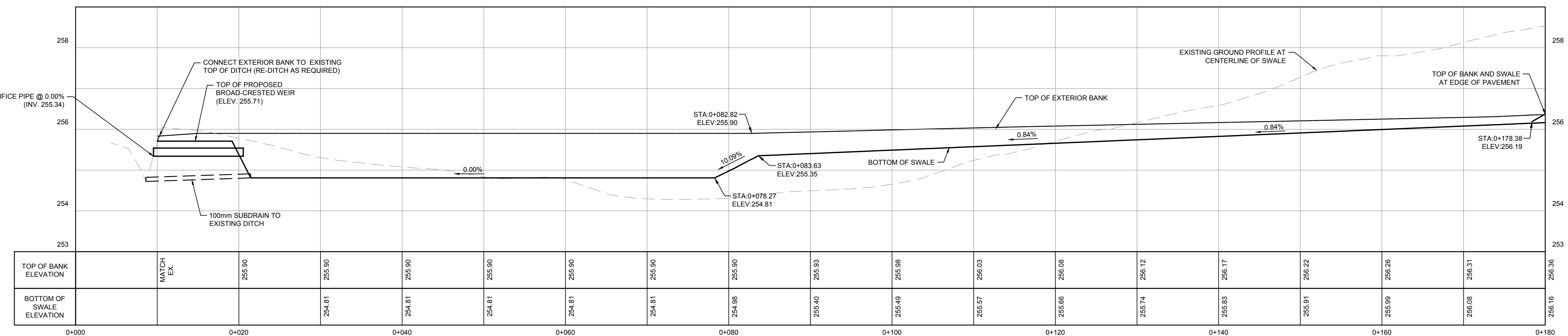


4 SECTION - ORIFICE AND WEIR
 C01 1:75
 0 1 2 3 4 5 6m



2 PLAN VIEW
 C01 1:300
 0 5 10 20 25m

Not an accurate representation of the bank encroachment See Appendix 1



3 PROFILE - QUALITY CONTROL SWALE
 H 1:300 / V 1:60
 HORIZONTAL SCALE - 1:300
 0 5 10 20 25m

LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- SAN --- SAN --- EX. SANITARY SEWER
- SAN --- SAN --- PROPOSED SANITARY SEWER
- STM --- STM --- EX. STORM SEWER
- STM --- STM --- PROPOSED STORM SEWER
- W --- W --- EX. WATER MAIN
- W --- W --- PROPOSED WATER MAIN
- SAN --- STM --- HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
- GAS --- GAS --- PROPOSED GAS LINE
- GAS --- GAS --- EX. GAS LINE
- HYD --- HYD --- PROPOSED HYDRO LINE
- HYD --- HYD --- EX. HYDRO LINE
- EXISTING/PROPOSED SANITARY MANHOLE
- EXISTING/PROPOSED STORM MANHOLE
- EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
- EXISTING/PROPOSED STORM MANHOLE CATCH BASIN WQU - WATER QUALITY UNIT
- EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
- EXISTING/PROPOSED STORM CATCH BASIN
- EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
- ⊗ PROPOSED WATER SHUT-OFF
- ▶ PROPOSED THRUST BLOCK
- EXISTING/PROPOSED FIRE HYDRANT
- 1.2% PROPOSED SLOPE
- × 225.52

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 6th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 6th, 2016
0	ISSUED FOR PERMIT TENDER	J.J.D.	June 1st, 2016

ISSUED FOR APPROVALS

Professional Seal

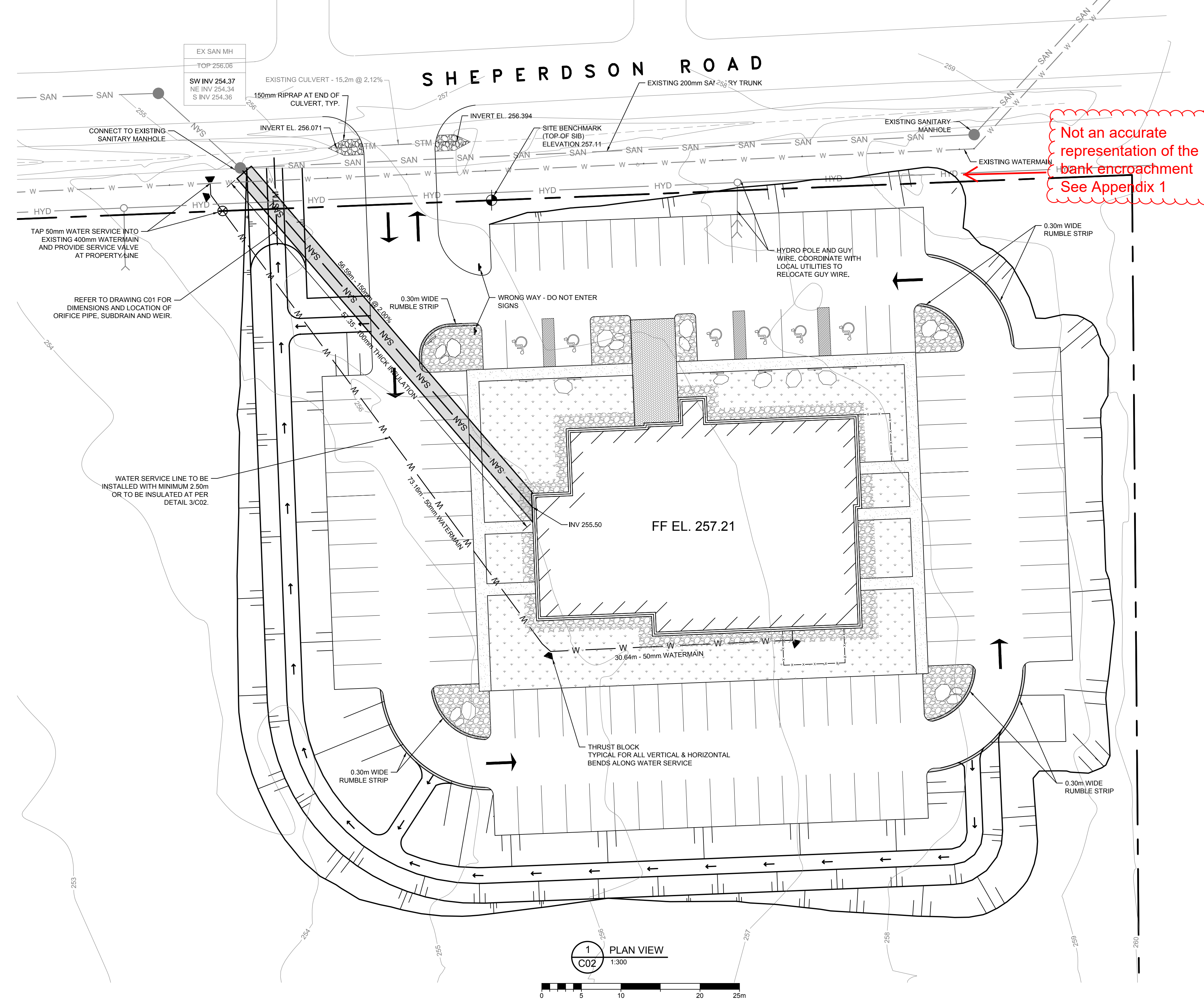
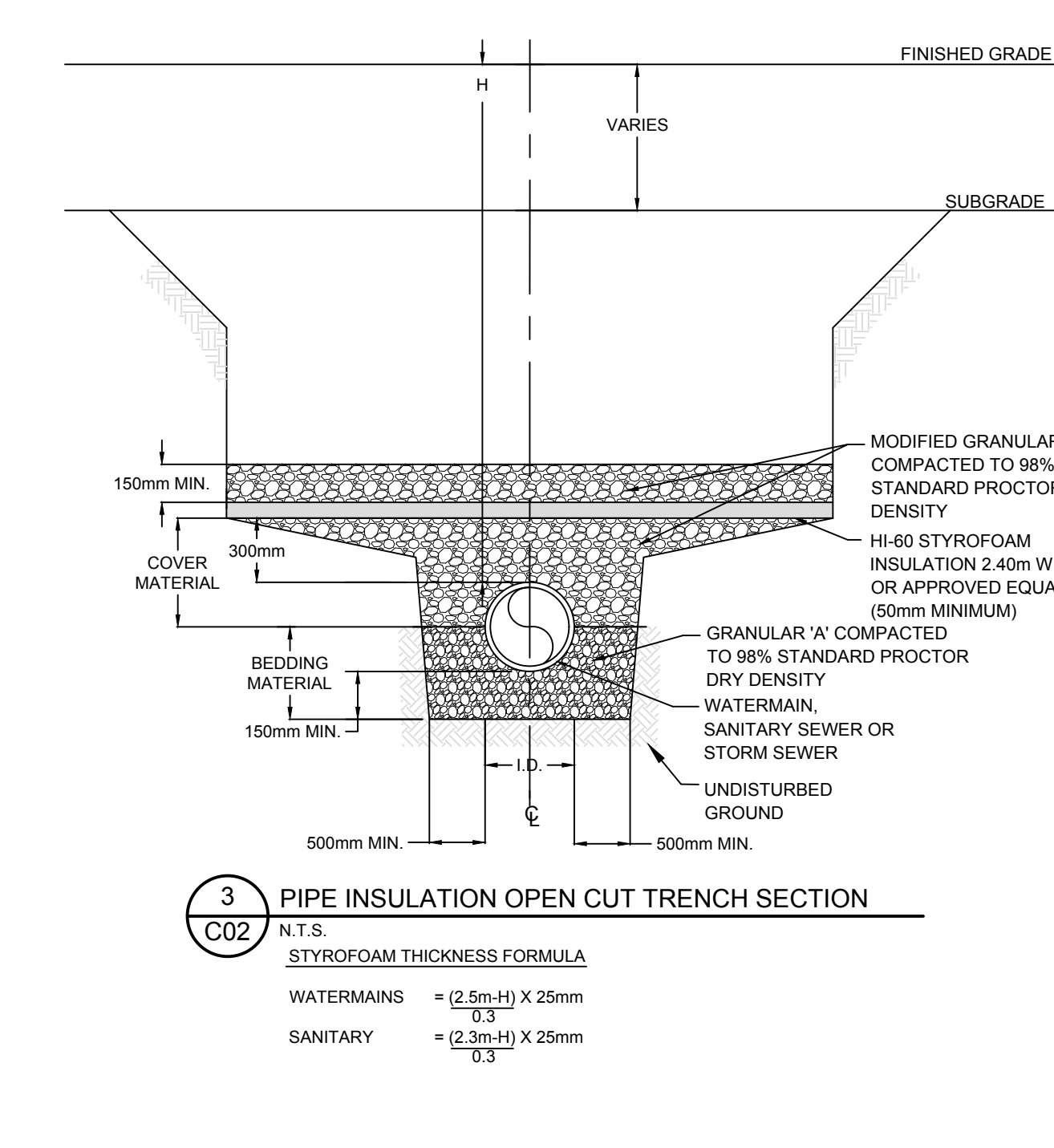
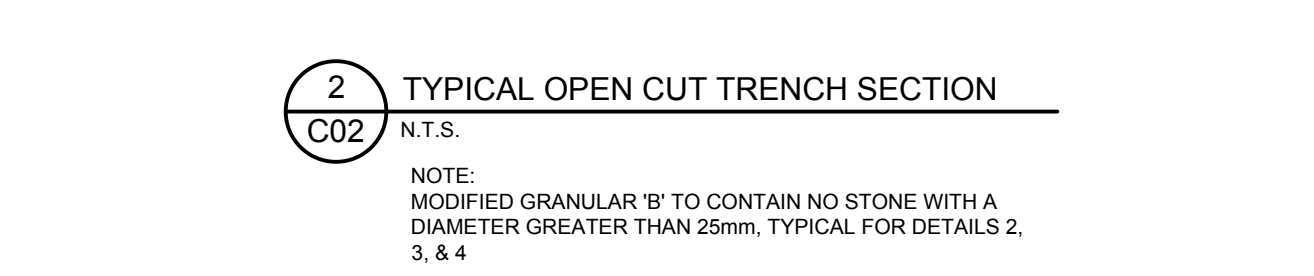
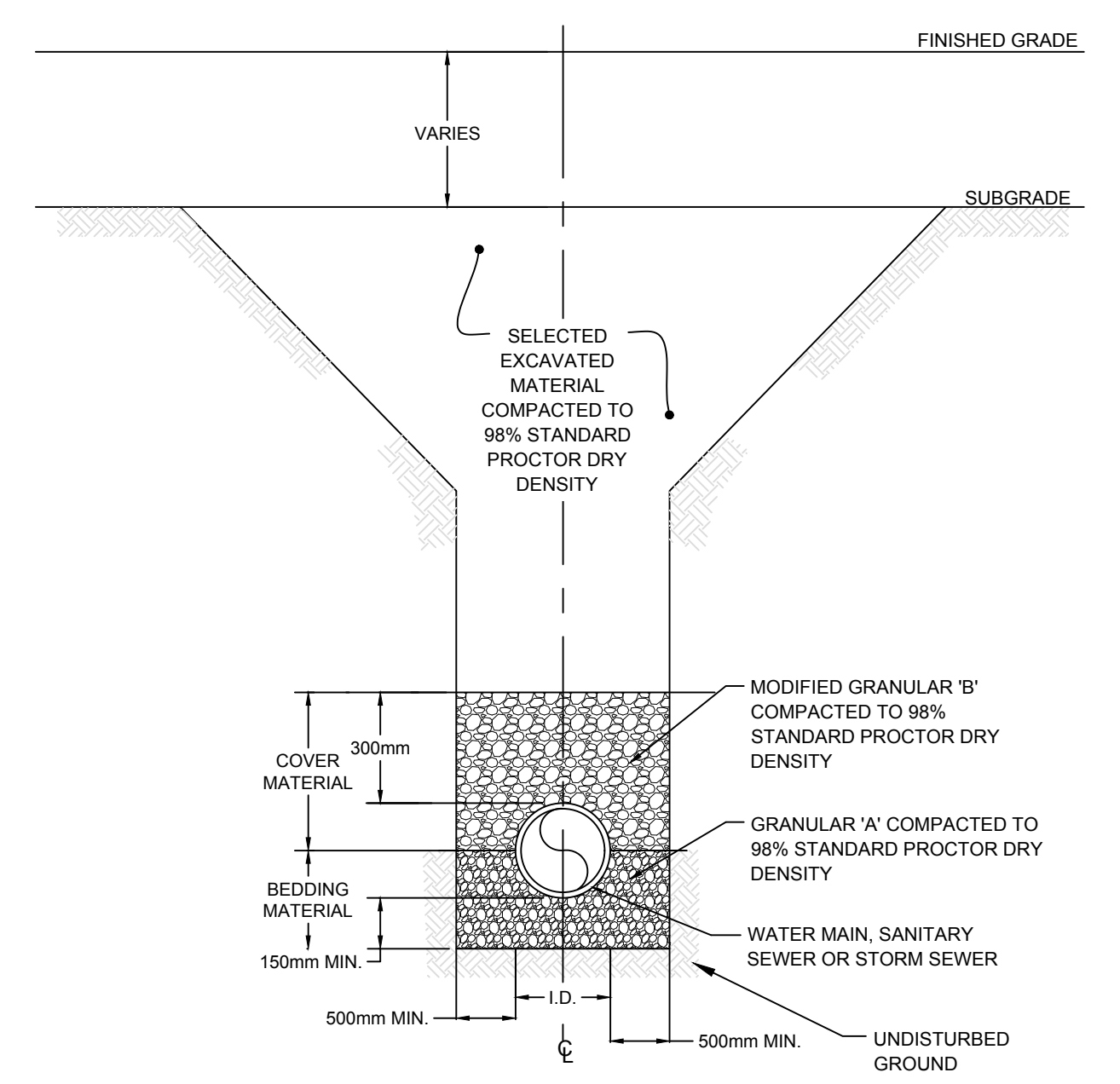
Drawn By: J.J.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 6th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 11/30/2016
 File Name: T GNPHHT Grading - JJD NOV 30 2016

Project Title
**GREAT NORTHERN FAMILY HEALTH
 TEMISCAMING SHORES, ON**

Dwg. Title
SITE SERVICING PLAN

Project No. NTB-0005189-00	
Dwg. No. C02	Rev. No. 3



Not an accurate representation of the bank encroachment
 See Appendix 1

SPECIFICATIONS

UNLESS OTHERWISE NOTED ALL DIMENSIONS AND ALL ELEVATIONS ARE IN METERS. CONTRACTOR TO CONFIRM ALL DIMENSIONS.

- 1. GENERAL REQUIREMENTS
1.1. REFERENCES
1.1.1. ALL WORK TO BE DONE TO THE MUNICIPAL STANDARDS, OPSD AND OPSS. WHERE A CONFLICT OCCURS THE MUNICIPAL STANDARDS GOVERN.
1.1.2. THE WORK SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE LATEST EDITIONS OF THE APPLICABLE CSA STANDARDS AND THE ONTARIO BUILDING CODE.
1.1.3. THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERS' PLANS. ANY DISCREPANCIES SHALL BE CLARIFIED PRIOR TO CONSTRUCTION. INFORMATION RELATED TO DIMENSIONS FOR PRIVATE ROAD, PARKING, CURBING AND SETBACKS SHALL BE TAKEN FROM THE SITE PLAN.
1.2. SIGNAGE
1.2.1. CONFINE CORPORATE SIGNAGE TO DESIGNATED RESPONSE AREA.
1.2.2. PROVIDE AREA FOR ENGINEER'S CORPORATE SIGN AND MOUNT SAME IN LOCATION AS DIRECTED.
1.2.3. PROVIDE PROFESSIONALLY LETTERED SIGNAGE OF APPROPRIATE SIZE TO DIRECT TEMPORARY VEHICLE AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION.
1.2.4. TRAFFIC CONTROL AND SIGNAGE DURING CONSTRUCTION SHALL CONFORM TO MUNICIPAL REQUIREMENTS AND THE MOST CURRENT ONTARIO CONSTRUCTION REGULATIONS INCLUDING REGULATION NO. 213 UNDER OHSA AND REFERENCE TO MTO TEMPORARY CONDITIONS MANUAL BOOK NO. 7.
1.3. CONTRACTOR RESPONSIBILITIES
1.3.1. OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THE INSTALLATION OF PROPOSED WORKS.
1.3.2. VISIT THE SITE AND EXAMINE THE EXISTING CONDITIONS AFFECTING THE WORK. NO EXTRA COMPENSATION WILL BE CONSIDERED FROM FAILURE OF NOT EXAMINING EXISTING CONDITIONS.
1.3.3. DRAWINGS ARE DIAGRAMMATIC IN NATURE. INTENDED TO CONVEY THE SCOPE OF THE WORK AND INTENDED OVERALL ARRANGEMENT. EXACT LOCATIONS SHALL SUIT FINAL LAYOUTS AND SITE CONDITIONS AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THOROUGH KNOWLEDGE OF THE WORK REQUIRED AND ALL EXISTING CONDITIONS BEFORE PROCEEDING WITH THE WORK.
1.3.4. ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCTION.
1.3.5. ALL DRAWINGS AND SPECIFICATIONS TO REMAIN THE PROPERTY OF PRONOR DEVELOPMENTS (T-SHORES) LIMITED, AND SHALL BE RETURNED UPON REQUEST. IN NO WAY SHALL THE DRAWINGS AND/OR SPECIFICATIONS IN WHOLE OR PART BE REPRODUCED OR DISTRIBUTED WITHOUT THE PERMISSION OF PRONOR DEVELOPMENTS (T-SHORES) LIMITED.
1.3.6. THE CONTRACTOR IS REQUIRED TO CONFIRM EXISTING GRADES AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE COMMENCING WORK.
1.3.7. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. AND NOT ALL NECESSARILY SHOWN ON THIS DRAWING. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING INFORMATION IN REGARD TO EXACT SIZE AND LOCATION OF BURIED UTILITIES FROM THE RESPECTIVE UTILITY COMPANIES. THIS SHALL INCLUDE EXCAVATION OF INSPECTION HOLES IF NECESSARY. THE CONTRACTOR MUST EXERCISE NECESSARY CARE IN CONSTRUCTION OPERATIONS INCLUDING IF NECESSARY HAND DIGGING TO SAFEGUARD UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL ARRANGE FOR TEMPORARY SUPPORT OF UTILITY POLES AS MAY BE REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR IS LIABLE FOR ALL DAMAGE TO UTILITIES OCCURRING WITHIN OR OUTSIDE THE CONTRACT LIMITS CAUSED BY HIS OPERATIONS.
1.3.8. NOTIFY MINISTRY OF LABOUR OF INTENT TO COMMENCE CONSTRUCTION.
1.3.9. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED "FOR CONSTRUCTION" EXCEPT REFERENCED ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD) MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS WORK.
1.3.10. ROAD OCCUPANCY/ACCESS PERMIT MUST BE OBTAINED 48 HOURS PRIOR TO COMMENCING ANY WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE.
1.4. UTILITY COORDINATION
1.4.1. CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND CO-ORDINATE CONSTRUCTION ACCORDINGLY.
1.5. SITE MAINTENANCE
1.5.1. MAINTAIN CONSTRUCTION SITE IN AN ORGANIZED AND ORDERLY STATE AT ALL TIMES.
1.5.2. CLEAN UP GROUNDS AND ACCESS ROADS DAILY AND WHENEVER DIRECTED BY OWNER.
1.5.3. RESTORE ALL CONSTRUCTION DAMAGES TO THE SATISFACTION OF THE OWNER OF THE LANDS.
1.5.4. EXCEPT WHERE EXPRESSLY STATED OTHERWISE, MATERIALS WHICH MUST BE REMOVED TO PERFORM THE WORK OR ARE INDICATED FOR REMOVAL BECOME THE CONTRACTOR'S PROPERTY AND RESPONSIBILITY AND ARE TO BE TAKEN FROM THE SITE.
1.5.5. SEPARATE AND DISPOSE OF EXCESS EXCAVATED MATERIALS AT APPROVED SITES AND IN ACCORDANCE WITH MOE REGULATIONS.
1.5.6. FOR THE DURATION OF THE CONTRACT, MATERIAL THAT BECOMES CONTAMINATED DUE TO CONTRACTOR'S ACTIVITY SHALL BE REMOVED AND REPLACED AT NO EXTRA COST TO THE CONTRACT.
1.5.7. DEWATERING TO BE CARRIED OUT IN ACCORDANCE WITH OPSS 517 AND 518 TO MAINTAIN ALL TRENCHES IN A DRY CONDITION.
1.5.8. ALL AREAS DISTURBED BY CONSTRUCTION TO BE REINSTATED TO ORIGINAL CONDITIONS OR BETTER AS DIRECTED BY THE ENGINEER.
1.5.9. CONCRETE AND ASPHALT DELIVERY AND PLACEMENT TOOLS SHALL NOT BE CLEANED ON SITE AND LEFTOVER PRODUCT SHALL NOT BE DISPOSED OF ON SITE.
1.5.10. THE CONTRACTOR IS TO PROVIDE A SEDIMENT AND EROSION CONTROL PLAN WHICH IS TO BE APPROVED BY THE ENGINEER AND IMPLEMENTED PRIOR TO ANY CONSTRUCTION WORKS AND MUST REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ON SITE HAVE BEEN STABILIZED. DAILY INSPECTION OF THE EROSION & SEDIMENT CONTROLS ARE REQUIRED TO ENSURE THEY ARE FUNCTIONING PROPERLY. IF ANY DEFICIENCIES ARE FOUND, NO WORK SHALL OCCUR PRIOR TO THE CORRECTION OF SUCH DEFICIENCIES.
1.5.11. A SPILL RESPONSE KIT AND A CREW TRAINED IN ITS USE, SHALL BE MAINTAINED ON SITE TO ADDRESS ANY CONTINGENCIES. ALL SPILLS SHALL BE IMMEDIATELY REPORTED TO THE ONTARIO MINISTRY OF THE ENVIRONMENT'S SPILLS ACTION CENTER AT 1-800-268-6060.
1.5.12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE INGRESS AND EGRESS TO ALL PRIVATE PROPERTY AT ALL TIMES. ALL DRIVEWAYS DISTURBED DURING CONSTRUCTION SHALL BE RE-INSTATED TO EXISTING CONDITION OR BETTER.
1.5.13. THE CONTRACTOR SHALL MAINTAIN CLEAN ADJACENT ROADWAYS AND KEEP THEM FREE FROM CONSTRUCTION DEBRIS. MUDMATS TO BE UTILIZED AT ALL ACCESS POINTS AND MAINTAINED.
2. MATERIALS / EXCAVATION / REMOVALS / COMPACTION
2.1. REMOVE ALL ORGANIC AND GRANULAR MATERIAL AS REQUIRED TO INSTALL WORK AS SHOWN ON DRAWINGS.
2.2. SUBGRADE TO BE COMPACTED TO A MINIMUM DRY DENSITY OF 95% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
2.3. ALL PRECAUTIONARY MEASURES MUST BE TAKEN TO ENSURE THE ASPHALT SURFACE ON ADJACENT ROADWAYS ARE UNDISTURBED AND NO DAMAGE IS INCURRED. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REINSTATEMENT OF ANY DISTURBED ASPHALT ALONG ADJACENT ROADWAYS AT NO COST TO THE OWNER. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY WATER AND/OR CALCIUM CHLORIDE AS REQUIRED FOR COMPACTION AND/OR DUST CONTROL.
2.4. SIDES OF EXCAVATIONS ABOVE THE G.W.T. ARE NOT TO BE SLOPED STEEPER THAN THE CONDITIONS SET BY THE OHSA.
2.5. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE VIA EXCAVATION THE EXACT LOCATIONS AND ELEVATION OF THE EXISTING INFRASTRUCTURE AS REQUIRED FOR CONNECTION. TAKE PRECAUTIONS TO PREVENT OVERLOADING OF ANY PART OF EXISTING OR NEW STRUCTURES AND MAKE GOOD, AT NO COST TO OWNER, DAMAGE RESULTING FROM SUCH OVERLOADING.
2.6. ALL DISTURBED LANDSCAPED AREAS TO BE REINSTATED WITH A MINIMUM OF 100mm TOPSOIL AND SOD. THE CONTRACTOR SHALL INSTALL SOD IN ALL LOCATIONS.
2.7. GRANULAR 'A' AND GRANULAR 'B' TO BE COMPACTED TO 98% OF EACH MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
2.8. THE CONTRACTOR IS TO SUBMIT SAMPLES AND A GRADATION ANALYSIS OF THE PROPOSED GRANULAR MATERIALS FOR APPROVAL BY THE CONSULTANT PRIOR TO PLACING.
2.9. RESTORE AND/OR REDITCH ALL BOULEVARD AREAS DISTURBED.
2.10. PIPE DEFLECTIONS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
2.11. TRENCH BACKFILL TO BE SELECT NATIVE MATERIAL. WHERE NATIVE MATERIAL IS CONSIDERED BY THE ENGINEER TO BE UNSUITABLE, TRENCH BACKFILL WILL BE IMPORTED SELECT GRANULAR SUBGRADE MATERIAL.
2.12. FLEXIBLE PIPE EMBEDMENT AND BACKFILL TO OPSD 802.010 WITH GRANULAR 'A' FOR EMBEDMENT

MATERIAL AND NATIVE MATERIALS FOR BACKFILL.

- 2.13. RIGID PIPE BEDDING, COVER AND BACKFILL MATERIAL TO OPSD 802.030. GRANULAR A FOR BEDDING, GRANULAR B TYPE 1 FOR COVER AND SELECTED NATIVE BACKFILL.
2.14. MODIFIED PIPE BEDDING UNDER UNSTABLE TRENCH BOTTOM CONDITIONS: FLEXIBLE AND RIGID PIPE BEDDING TO BE 20mm CLEAR STONE TO A DEPTH OF 300mm BELOW THE 150mm GRANULAR 'A' PIPE BEDDING, FULL WIDTH OF THE TRENCH, WRAPPED IN GEOTEXTILE FABRIC (TERRAFIX 270R OR APPROVED EQUAL). IF USED AS REPLACEMENT FOR DEWATERING THEN SHALL BE AT CONTRACTORS COST.
2.15. NO FROZEN MATERIAL SHALL BE PLACED IN THE TRENCHES OR USED FOR BACKFILL.
2.16. ALL ASPHALT, BASE, AND SUBBASE THICKNESS INDICATED REPRESENT THICKNESS REQUIRED AT COMPACTION INDICATED.
2.17. ASPHALT PARKING LOT COMPOSITION AS PER THE GEOTECHNICAL REPORT:
2.17.1. ACCESS ROUTES - HEAVY DUTY
50mm SUPER PAVE 12.5 ASPHALT SURFACE COURSE
40mm SUPER PAVE 12.5 ASPHALT LOWER BINDER
150mm GRANULAR 'A'
300mm GRANULAR 'B' TYPE I
2.17.2. PARKING AREA - LIGHT DUTY
50MM SUPER PAVE 12.5 ASPHALT SURFACE COURSE
150MM GRANULAR 'A'
350MM GRANULAR 'B' TYPE I
2.18. COMPACTION OF ASPHALT LAYERS TO BE 96.5% M.R.D.
2.19. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO TRUCK TRAFFIC ETC. CONSEQUENTLY SPECIAL PROVISIONS MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC. ESPECIALLY IF CONSTRUCTION IS CARRIED OUT DURING WET WEATHER CONDITIONS.

3. WATERMAIN

- 3.1. WATERMAIN PIPE - 50mm POLYVINYL CHLORIDE (PVC), AWWA C900, CLASS 150, DR 18, CSA B137.3. BLUE BRUTE IS AN APPROVED PIPE.
3.2. DIPRA ENCASEMENT IS PERMITTED IN PLACE OF ANODES ON METALLIC PIPE AND FITTINGS.
3.3. TRACER WIRE - COATED 7 STRAND, 12 GAUGE TW75, TWU75 AND TW90XLP WIRE, RATED AT MINUS 400C.
3.4. STYROFOAM H100 OR APPROVED EQUAL INSULATION IS TO BE PROVIDED TO PROTECT WATERMAIN AT DITCH CROSSING IF COVER LESS THAN 2.5 METERS. 25mm IN THICKNESS FOR EVERY 0.30 METERS DEFICIENT. MINIMUM INSULATION THICKNESS 50mm.
3.5. PROTECT O-CAPS (175 GRAMS MIN.) OR APPROVED EQUIVALENT, ARE REQUIRED FOR CORROSION PROTECTION ON ALTERNATE THREADED BOLTS AT EACH MECHANICAL JOINT.
3.6. ALL NUTS AND BOLTS TO BE STANDARD GRADE STEEL.
3.7. CONCRETE THRUST BLOCKS TO OPSD 1103.010 TO BE INSTALLED AT ALL TEES, CAPS AND HORIZONTAL AND VERTICAL BENDS. ALL THRUST BLOCKS ARE TO BE USED IN CONJUNCTION WITH GRIP RING RESTRAINTS.
3.8. ALL GRIP RING RESTRAINT SYSTEMS TO BE OF ROMAC INDUSTRIES INCORPORATED OR APPROVED EQUIVALENT.
3.9. DOUBLE SWAB, PRESSURE AND LEAKAGE TEST, CHLORINATE, FLUSH, AND DISINFECT PIPING IN ACCORDANCE WITH MOE, OPSS 701, AWWA C651-05 AND TO THE SATISFACTION OF THE MUNICIPAL OPERATING AUTHORITY. 24 AND 48 HOUR BACTERIAL SAMPLING AND TESTING BY AN INDEPENDENT LABORATORY REQUIRED.
3.10. MINIMUM COVER FOR WATERMAINS AND WATER SERVICES SHALL BE 2.0 METERS UNLESS NOTED OTHERWISE.
3.11. WATERMAINS MUST HAVE A MINIMUM VERTICAL CLEARANCE OF 0.5m FROM SEWER AND ALL OTHER UTILITIES WHEN CROSSING.
3.12. ALL NEW WATER SYSTEMS MUST BE ISOLATED FROM EXISTING MUNICIPAL WATER SYSTEMS UNTIL ALL PRESSURE AND LEAKAGE TESTING, CHLORINATION, FLUSHING AND BACTERIAL SAMPLING AND TESTING HAS BEEN COMPLETED AND PASSED.

4. ROCK EXCAVATION

- 4.1. ROCK EXCAVATION (GRADING) TO BE IN ACCORDANCE WITH OPSS 206 AND OPSS 515.
4.2. NO SHATTER UNDER THE ROCK SUBGRADE IS REQUIRED (IF DEPTH OF SUBBASE IS 450mm).
4.3. ROCK EXCAVATION FOR TRENCHES TO BE IN ACCORDANCE WITH OPSS 410 AND OPSS 515.

5. STORM SEWER

- 5.1. BEDDING TO BE AS PER OPSD 802.030.
5.2. STORM SEWER PIPE SHALL BE
5.2.1. HIGH DENSITY POLYETHYLENE PIPE (HDPE), SMOOTH INSIDE WALL WITH BELL AND SPIGOT JOINT WITH GASKET.
5.2.2. PVC DR-28.
5.3. CULVERT PIPE SHALL BE THE SAME AS STORM SEWER PIPE. HIGH DENSITY POLYETHYLENE PIPE WITH SMOOTH INSIDE WALL AND BELL AND SPIGOT JOINTS WITH GASKETS. BEDDING AND COVER AND BACKFILL SAME AS STORM SEWERS.

- 5.4. RIGID PIPE BEDDING AND COVER MATERIAL TO BE COMPACTED TO A DRY DENSITY OF AT LEAST 98% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
5.5. NATIVE BACKFILL IS TO BE COMPACTED TO MINIMUM OF 95% SPMDD.

6. SANITARY SEWER

- 6.1. ACCEPTABLE SANITARY PIPE:
POLYVINYL CHLORIDE (PVC): DR35 TO CSA-B182.2. LOCKED-IN GASKET INTEGRAL WITH BELL AND SPIGOT JOINT SYSTEM.
6.2. ALL MANHOLES SHALL HAVE THREE (3) FROST STRAPS AS PER (OPSD 701.100 MODIFIED), BE BENCHED, DOUBLE WRAP MANHOLES WITH SUPER SIX POLYETHYLENE VAPOUR BARRIER. PROVIDE THREE LAYERS OF ADJUSTMENT UNITS.
6.3. MINIMUM COVER FOR SANITARY SEWERS SHALL BE 2.2 METERS.
6.4. WRAP STORM STRUCTURES IN 2 LAYERS OF SUPER-SIX POLYETHYLENE VAPOUR BARRIER.
6.5. PROVIDE 3 LAYERS OF ADJUSTMENTS UNITS AT ALL STRUCTURES.
6.6. FIELD TESTING
6.6.1. VERIFY WITH LOCAL MUNICIPAL PRACTICES FOR TEST REQUIREMENTS.
6.6.2. REPAIR OR REPLACE PIPE, PIPE JOINT OR BEDDING FOUND DEFECTIVE.
6.6.3. REMOVE FOREIGN MATERIAL FROM SEWERS AND RELATED APPURTENANCES BY FLUSHING WITH WATER.
6.6.4. REPAIR VISIBLE LEAKS REGARDLESS OF TEST RESULTS. PROVIDE MEANS OF ACCESS TO PERMIT ENGINEER TO DO INSPECTIONS.

7. CONCRETE

- 7.1. ALL CONCRETE TO HAVE 32MPa MINIMUM COMPRESSIVE STRENGTH @ 28 DAYS, 75mm SLUMP (±25mm), 6% ENTRAINED AIR (±1 1/2%), FOR EXTERIOR EXPOSURE.
7.2. WORK SHALL COMPLY WITH THE REQUIREMENTS OF CSA A23.1-/A23.2-00 AS A MINIMUM STANDARD.
7.3. CONSTRUCT FORMWORK STRONG, TIGHT, BRACED AND TRUE SO AS TO MAINTAIN SHAPE AND POSITION. USE ONLY NEW MATERIAL.
7.4. ALL REINFORCING STEEL TO BE CLEAN AND SECURED IN PLACE BY THE USE OF CHAIRS, SPACERS OR HANGERS.
7.5. CURE ALL CONCRETE WITH SPECIFIED CURING COMPOUND.
7.6. CURING COMPOUNDS - FLORESEAL AND RITECURE BY STERNSON OR APPROVED EQUIVALENT.

8. MANUFACTURER'S INSTRUCTION

- 8.1. UNLESS OTHERWISE SPECIFIED, COMPLY WITH MANUFACTURER'S LATEST PRINTED INSTRUCTIONS FOR MATERIALS AND INSTALLATION METHODS.
8.2. NOTIFY CONSULTANT IN WRITING OF ANY CONFLICT BETWEEN THESE SPECIFICATIONS AND MANUFACTURER'S INSTRUCTIONS. CONSULTANT WILL DESIGNATE WHICH DOCUMENT IS TO BE FOLLOWED.

9. INSPECTION AND TESTING

- 9.1. COOPERATE WITH AND PROVIDE ALL NECESSARY ASSISTANCE AND MATERIAL SAMPLES TO TESTING CONSULTANT.
9.2. FOR FIRST 24 HOURS OF SETTING, PROVIDE SITE CURING FOR CONCRETE CYLINDERS IN ACCORDANCE WITH DIRECTIONS OF TESTING CONSULTANT.
9.3. PROVIDE 24 HOURS NOTICE IN ORDER THAT CONSULTANT, AT HIS DISCRETION, MAY REVIEW OR INITIATE MATERIAL TESTING OF ALL PERMANENT CONSTRUCTION PRIOR TO COVERING AND SPECIFICALLY INCLUDING THE FOLLOWING ITEMS:
9.3.1. CONCRETE REINFORCING AND FORMWORK FOR ALL CONCRETE PLACEMENTS

- 9.3.2. ALL BURIED SERVICES
9.3.3. CONCRETE TESTING (NOTIFY TESTING AGENCY)
9.3.4. BACKFILLING AND COMPACTION (NOTIFY TESTING AGENCY)
9.3.5. ALL OTHER ITEMS SPECIFICALLY IDENTIFIED ELSEWHERE IN THIS DOCUMENT.

10. SHOP DRAWINGS

- 10.1. SUBMIT SEPARATELY ONE (1) COPY OF ALL REVIEWED SHOP DRAWINGS, ORGANIZED AS PER SPECIFICATION SECTIONS.

THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) WHICH ARE PROVISIONS OF THIS PROJECT ARE:

DIVISION 1 - GENERAL CONDITIONS AND SPECIFICATIONS

- 100 NOTICE TO USERS OF OPSS 100 (GENERAL CONDITIONS OF CONTRACT)
102 WEIGHING OF MATERIALS
120 USE OF EXPLOSIVES
127 SCHEDULE OF RENTAL RATES FOR CONTRACTOR EQUIPMENT INCLUDING MODEL AND SPECIFICATION REFERENCE
180 MANAGEMENT OF EXCESS MATERIAL

DIVISION 2 - GENERAL GRADING

- 201 CLEARINGS, CLOSE CUT CLEARING, GRUBBING, AND REMOVAL OF SURFACE BOULDERS
206 GRADING

DIVISION 3 - PAVEMENT

- 310 HOT MIX ASPHALT
350 CONCRETE CURB AND GUTTER SYSTEMS

DIVISION 4 - DRAINAGE, WATERMAIN AND UTILITY

- 401 TRENCHING, BACKFILLING AND COMPACTING
402 EXCAVATING, BACKFILLING AND COMPACTING FOR MAINTENANCE HOLES, CATCHBASINS, DITCH INLETS AND VALVE CHAMBERS
403 ROCK EXCAVATION FOR PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT
407 MAINTENANCE HOLE, CATCH BASIN, DITCH INLET, AND VALVE CHAMBER INSTALLATION
410 PIPE SEWER INSTALLATION IN OPEN CUT
421 PIPE CULVER INSTALLATION IN OPEN CUT
441 WATERMAIN INSTALLATION IN OPEN CUT
442 CATHODIC PROTECTION OF NEW AND EXISTING WATERMAINS
490 SITE PREPARATION FOR PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT
491 PRESERVATION, PROTECTION AND RECONSTRUCTION OF EXISTING FACILITIES
492 SITE RESTORATION FOLLOWING INSTALLATION OF PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT

DIVISION 5 - GENERAL CONSTRUCTION

- 501 COMPACTING
506 DUST SUPPRESSANTS
510 REMOVAL
517 DEWATERING OF PIPELINE, UTILITY AND ASSOCIATED STRUCTURE EXCAVATION
518 CONTROL OF WATER FROM DEWATERING OPERATIONS
532 PAVEMENT MARKING
538 SUPPORT SYSTEMS
539 TEMPORARY PROTECTION SYSTEMS

DIVISION 7 - TRAFFIC SAFETY

- 706 TRAFFIC CONTROL SIGNING
710 PAVEMENT MARKING

DIVISION 8 - ENVIRONMENTAL AND LANDSCAPE

- 802 TOPSOIL
804 SEED AND COVER
805 TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

DIVISION 10 - AGGREGATES

- 1001 AGGREGATES - GENERAL
1002 AGGREGATES - CONCRETE
1003 AGGREGATES - HOT MIX ASPHALT
1004 AGGREGATES - MISCELLANEOUS
1006 AGGREGATES - SURFACE TREATMENT
1010 AGGREGATES - BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL MATERIAL

DIVISION 11 - BITUMENS

- 1150 HOT MIX ASPHALT

DIVISION 13 - CEMENT AND CONCRETE

- 1301 CEMENTING MATERIALS
1302 WATER
1303 AIR ENTRAINING AND CHEMICAL ADMIXTURES FOR CONCRETE
1308 JOINT FILLER IN CONCRETE
1352 PRECAST CONCRETE BARRIERS

DIVISION 17 - COATINGS

- 1712 ORGANIC SOLVENT BASED TRAFFIC PAINT
1713 THERMOPLASTIC PAVEMENT MARKING MATERIALS
1714 FIELD REACTED POLYMERIC PAVEMENT MARKING MATERIALS
1716 WATER-BORNE TRAFFIC PAINT

DIVISION 18 - PIPES AND ASSOCIATED DRAINAGE ITEMS

- 1841 NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE PRODUCTS
1842 PRESSURE POLYETHYLENE PIPE PRODUCTS
1850 FRAMES, GRATES, COVERS, AND GRATINGS
1853 RUBBER ADJUSTMENT UNITS FOR MAINTENANCE HOLES, CATCH BASINS, AND VALVE CHAMBERS
1860 GEOTEXTILES

THE ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD) WHICH ARE PROVISIONS OF THIS PROJECT ARE:

DIVISION 200 - GRADING

- 219.100 LIGHT DUTY STRAW BALE BARRIER
219.110 LIGHT DUTY SILT FENCE BARRIER
219.130 HEAVY DUTY SILT FENCE BARRIER
219.150 SANDBAG BARRIER
219.180 STRAW BALE FLOW CHECK DAM
219.190 SILT FENCE FLOW CHECK DAM
219.200 SANDBAG FLOW CHECK DAM
219.220 EXCAVATED SEDIMENT TRAP IN DITCH
219.230 CHUTE FOR EXCAVATED SEDIMENT TRAP
219.231 BERM BARRIER
219.260 DEWATERING TRAP
219.260 TURBIDITY CURTAIN
219.261 TURBIDITY CURTAIN SEAM DETAIL

DIVISION 300 - ENTRANCES

- 350.010 URBAN INDUSTRIAL, COMMERCIAL, AND APARTMENT ENTRANCES

DIVISION 700 - CATCH BASINS AND MANHOLES

- 701.010 PRECAST CONCRETE MAINTENANCE HOLE, 1200mm
708.020 SUPPORT FOR PIPE AT CATCH BASIN OR MAINTENANCE HOLE

DIVISION 800 - CULVERTS AND DRAINS

- 802.010 FLEXIBLE PIPE EMBEDMENT AND BACKFILL, EARTH EXCAVATION
802.013 FLEXIBLE PIPE EMBEDMENT AND BACKFILL, ROCK EXCAVATION
802.030 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 1 OR 2 SOIL - EARTH EXCAVATION
802.031 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 3 SOIL - EARTH EXCAVATION
802.032 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 4 SOIL - EARTH EXCAVATION
802.033 RIGID PIPE BEDDING, COVER AND BACKFILL, ROCK EXCAVATION

DIVISION 1100 - WATERMAINS

- 1101.020 VALVE OPERATOR
1103.010 CONCRETE THRUST BLOCKS FOR TEES, PLUGS, AND HORIZONTAL BENDS
1103.020 CONCRETE THRUST BLOCKS FOR VERTICAL BENDS
1104.030 25 MM BLOW OFF INSTALLATION
1109.025 WATERPROOFING OF SPLICES

exp Services Inc.
Infrastructure Services - North Bay
757 Main Street East
North Bay, Ontario, Canada
P1B 1C2
Ph: 705 474 2720
Fax: 705 474 8515
www.exp.com
• BUILDINGS • EARTH & ENVIRONMENT • ENERGY •
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

CAUTION: DO NOT SCALE DRAWINGS.
THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR RELIANCE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
© exp, 2016

LEGEND
PROPERTY LINE
EX. EDGE OF PAVEMENT
PROPOSED EDGE OF PAVEMENT
EX. SANITARY SEWER
PROPOSED SANITARY SEWER
EX. STORM SEWER
PROPOSED STORM SEWER
EX. WATER MAIN
PROPOSED WATER MAIN
HEAVY DUTY STYROFOAM SEWER
PIPE INSULATION
PROPOSED GAS LINE
EX. GAS LINE
EX. HYDRO LINE
PROPOSED HYDRO LINE
EX. HYDRO LINE
EXISTING/PROPOSED SANITARY MANHOLE
EXISTING/PROPOSED STORM MANHOLE
EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
WQU - WATER QUALITY UNIT
EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
EXISTING/PROPOSED STORM CATCH BASIN
EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
PROPOSED WATER SHUT-OFF
PROPOSED THRUST BLOCK
EXISTING/PROPOSED FIRE HYDRANT
PROPOSED SLOPE

Table with 4 columns: No., Revision, By, Date. Contains revision history for the drawing.

ISSUED FOR APPROVALS

Professional Seal area containing a red circular seal for J.J.D. and a table for approvals with columns for Drawn By, Checked By, Approved By, Date, and Scale.

Project Title: GREAT NORTHERN FAMILY HEALTH TEMISCAMING SHORES, ON
Project No.: NTB-0005189-00
Dwg. No.: C03
Rev. No.: 3

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-0005189-00 - Great Northern Family Health\0 - Project Execution\2 - Design Drawings



Pronor Developments (T-Shores) Ltd.

**Great Northern Family Health
Shepherdson Road**

Type of Document
Stormwater Management Report

Project Number
NTB-00005189-00

Prepared By:
Exp Services Inc.
757 Main Street East
North Bay, ON P1B 1C2
Canada
T: +1.705.474.2720
F: +1.705.474.8515
www.exp.com

Date:
January 9, 2017

Pronor Developments (T-Shores) Ltd.

Great Northern Family Health

Type of Document:

Stormwater Management Report – Revision 1

Project Number:

NTB-00005189-00

Prepared By:

exp Services Inc.
757 Main Street East
North Bay, ON, P1B 1C2
Canada
T: +1.705.474.2720
F: +1.705.474.8515
www.exp.com

Jerry Dussault, P.Eng.
Civil Engineer, Project Manager

Date Submitted:
January 9, 2017

Legal Notification

This report was prepared by **exp** Services Inc.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. **exp** Services Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

Table of Contents

Legal Notification.....	i
Table of Contents	iii
List of Figures	v
List of Tables.....	v
1 Site Description	1
1.1 Location	1
1.2 Present Land Use	1
1.3 Proposed Land Use	1
1.4 Site Composition	1
2 Existing Drainage	2
3 Proposed Land Use And Drainage	2
4 Stormwater Management Criteria	2
5 Stormwater Quantity Control	3
5.1 Runoff Coefficients	3
5.1.1 Pre-Development Runoff Coefficients	3
5.1.2 Post-Development Runoff Coefficients.....	3
5.2 Rainfall Intensity	4
5.3 Discharge.....	4
5.3.1 Model	4
5.3.2 Design Storms	4
5.3.3 Discretization	5
5.3.4 Models Parameters	6
5.3.5 Model Results	7
6 Storage Requirements	9
7 Storage Provided	9
8 Orifice Pipe Flow Calculation	10
9 Weir Flow Calculation	11
10 Quality Control.....	13

10.1	Stormwater Quality Grassed Swale Location	13
10.2	Stormwater Quality Grassed Swale Parameters	13
11	Sediment And Erosion Control	14
12	Conclusion	14
	Appendix A – Runoff Calculations.....	15
	Appendix B – Pre-Development Catchment Areas	18
	Appendix C – Post-Development Catchment Areas	19
	Appendix D – Grading Plan C01.....	20
	Appendix E – Storage Requirement Calculations.....	21
	Appendix F – Quality Control Swale Section.....	22
	Appendix G - Visual OTTHYMO Output Sheets	23
	Appendix H – Overall Post-Development Conditions.....	24

List of Figures

Figure 1. Proposed Site	1
Figure 2. Control Reservoir Discharge-Storage Curve for OTTHYMO Model	13
Figure 3. OTTHYMO layout for pre-development conditions.....	16
Figure 4. OTTHYMO layout for post-development conditions.....	17

List of Tables

Table 1. Existing and Proposed Site Composition	2
Table 2. Pre-Development Condition Runoff Coefficients	3
Table 3. Post-Development Condition Runoff Coefficients	3
Table 4. A & B Township of New Liskeard.....	4
Table 5. Initial Abstraction and Runoff Curve Numbers for NASHYDs (natural hydrographs)6	
Table 6. Natural Catchment Areas Land Use Breakdown (Pre-Development)	6
Table 7. Urban Catchment Areas Land Use Breakdown (Post-Development)	6
Table 8. Natural Catchment Area Land Use Breakdown (Post-Development)	7
Table 9. Model Results – MTO Corridor East Ditch Storm Peak Even Flow.....	7
Table 10. Model Results – Municipal Ditch Storm Peak Even Flow	8
Table 11. Model Results – Total Peak Flow	9
Table 12. Storage Iteration at Various Elevations	10
Table 13. Orifices Calculation Results	12
Table 14. Grassed Swale Parameters	14
Table 15. Input parameters (OTTHYMO) for pre-development conditions (Natural)	16
Table 16. Input parameters (OTTHYMO) for post-development conditions (Natural)	16
Table 17. Input parameters (OTTHYMO) for post-development conditions (Urban)	17

1 Site Description

1.1 Location

The proposed Great Northern Family Health Clinic building is to be located west of the existing *English Catholic Central School* and east of the *Highway 11 North* in New Liskeard, Ontario. Figure 1 shows the location of the proposed site. The legal description of the property is Part 1 of Plan 54R-5840 in the North Half Lot 6 Concession 1 of the Geographic Township of Dymond.

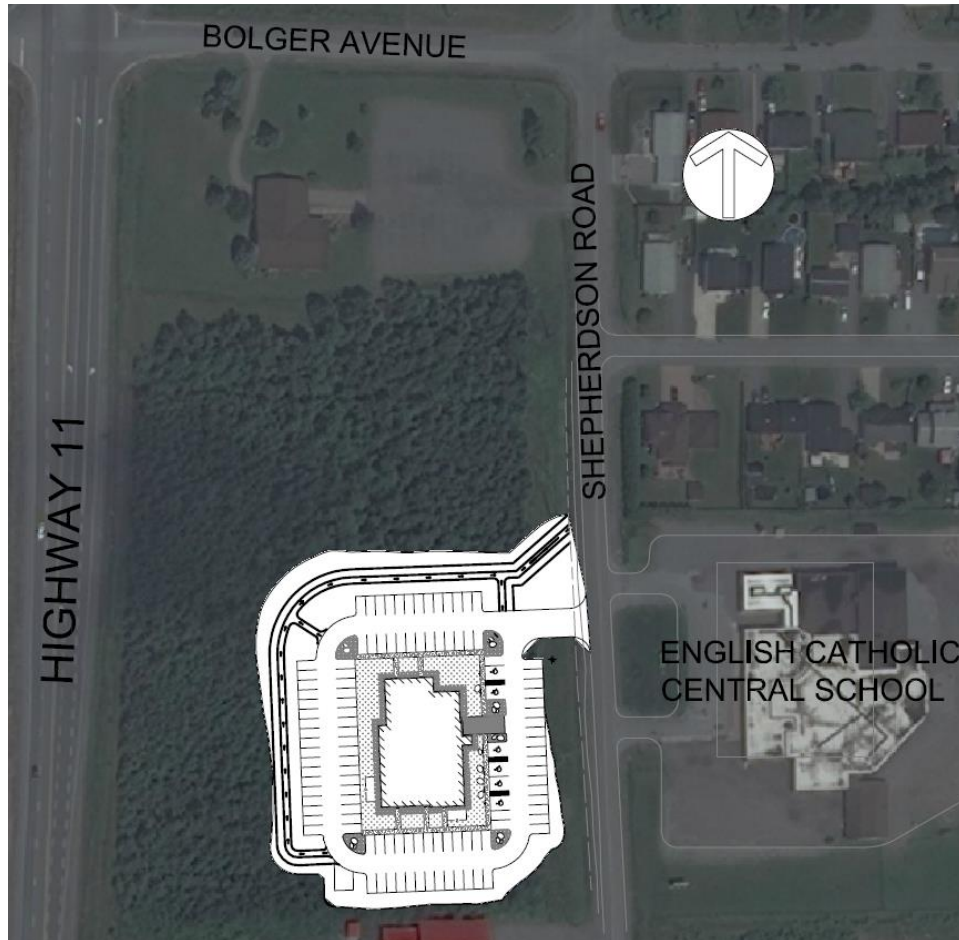


Figure 1. Proposed Site

1.2 Present Land Use

The site is presently unoccupied and generally covered in trees and granular material.

1.3 Proposed Land Use

Pronor Construction Ltd. intends on building a commercial building on this location.

1.4 Site Composition

The existing and proposed site composition is shown in Table 1. The subject site is approximately 2.21 hectares in size (22,096m²).

Table 1. Existing and Proposed Site Composition

Description	Existing [m ²]	Proposed [m ²]
Grass/Pasture	0	4,740
Granular	0	199
Woods	22,183	7,692
Roof	0	1,055
Pavement	0	4,201
Unimproved	0	4,297
Total	22,183	22,183

2 Existing Drainage

The site currently partially discharges into the MTO's Highway 11 ditch east of the highway. The remainder of the site drains northeast into a ditch located at the property boundary of the site. This ditch then discharges into the MTO's Highway 11 ditch. This storm runoff then travels north through a series of ditches and culverts to eventually enter the Wabi River, which is tributary to Lake Temiskaming. For details on the existing catchment areas for the site, see SWM1 in Appendix B. Refer to SWM3 in Appendix H for the drainage route to Lake Temiskaming.

3 Proposed Land Use And Drainage

Pronor Construction Ltd. intends to develop the property to accommodate a new Family Health Clinic facility with a parking lot. The site is to be re-graded to ensure that the developed land is self-contained in terms of storm water runoff. Catchment Area C204 will remain unimproved and continue to drain into the MTO road ditches. The remainder of the property will be enclosed in the proposed stormwater collection system which includes three spillways into a quality and quantity outlet controlled grassed swale. The total developed land catchment area for the post-development conditions will be 10,194m² (excluding Catchments Areas C204). The proposed development will increase the site's runoff coefficient by 68% from 0.25 to 0.42. Refer to Appendix C for details on the post-development catchment areas.

Once the stormwater generated by catchment areas C201 to C203 is released from the storage swale, it enters the township of New Liskeard's ditches. The stormwater generated by catchment area C204 travels over land to the ditch located at the property line north of the proposed development. Both of these flows then agglomerate at the intersection of Bolger Avenue and Highway 11 North. From this point, the stormwater runoff follows the same path of travel to Lake Temiskaming as described in Section 2.

The proposed storm water collection system is designed to match the existing storm runoff flows, therefore none of the culverts or ditches downstream of this development will be affected or need re-sizing.

4 Stormwater Management Criteria

The following criteria were used to develop the storm water management plan models.

- The post-development condition flow for the 2, 5, 10, 25, 50, 100 year storms and the regional storm (Timmins Storm) must not exceed the pre-development condition flows.
- A minimum time of concentration of 10 minutes was used to calculate the various flow rates.

- Visual OTTHYMO software was used to calculate the maximum flow for the 2, 5, 10, 25, 50, 100 year storms for the pre-development and post-development conditions.

5 Stormwater Quantity Control

Under normal circumstances, a site is required to be designed so that the post-development condition flow for the 2, 5, 10, 25, 50, 100 year storms, the Chicago 25mm 4 hours storm as well as the Timmins regional storm do not exceed the pre-development condition flows.

5.1 Runoff Coefficients

The overall runoff coefficients for the pre-development and post-development conditions were calculated based on the various land types. The runoff coefficient is the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.

5.1.1 Pre-Development Runoff Coefficients

The overall runoff coefficient for the pre-development condition was calculated based on the various land types. Table 2 shows the various land types with their associated areas and runoff coefficient.

Table 2. Pre-Development Condition Runoff Coefficients

Description	Area [m ²]	Runoff Coefficients
Woods	22,183	0.25
	Total: 22,183	Composite: 0.25

The runoff coefficient values were taken from the *MTO Drainage Management Manual - Design Charts 1.07*. The pre-development composite runoff coefficient for the site is calculated as the weighted average of the different areas of land types.

Pre-Development Composite Runoff C Calculation:

$$C = \frac{22,183 \times 0.25}{22,183} = 0.25$$

5.1.2 Post-Development Runoff Coefficients

The overall runoff coefficient for the post-development condition was calculated based on the various land types. Table 3 shows the various land types with their associated areas and runoff coefficient.

Table 3. Post-Development Condition Runoff Coefficients

Description	Area [m ²]	Runoff Coefficients
Grass	4,741	0.28
Granular	199	0.60
Woods	7,692	0.25
Roof	1,057	0.90
Pavement	4,201	0.90
Unimproved	4,297	0.30
	Total: 22,183	Composite: 0.42

The runoff coefficient values were taken from the *MTO Drainage Management Manual - Design Charts 1.07 and Chart 1.09*. The post-development composite runoff coefficient for the site is calculated as the weighted average of the different areas of land types.

Post-Development Composite Runoff C Calculation:

$$C = \frac{4,741 \times 0.28 + 199 \times 0.60 + 7,692 \times 0.25 + 1,057 \times 0.90 + 4,201 \times 0.90 + 4,297 \times 0.30}{22,183} = 0.42$$

5.2 Rainfall Intensity

The Rainfall Intensity-Duration-Frequency (IDF) curves for Timiskaming Shore (taken from the *MTO IDF Curve Look-Up* which derives its values based on approximate latitude and longitude coordinate of the region) were used to calculate the peak flow rates for the pre-development and post-development conditions. The curves approximate the intensity of rain during a design storm. Rainfall intensities for the 2, 5, 10, 25, 50 and 100-year design storm events are presented in Table 4. A minimum time of concentration (t_c) of 10 minutes was used to determine the runoff.

Rainfall intensity calculation formula:

$$I = At^B$$

Where: I – Rainfall intensity (mm/hr)
 A, B – IDF Storm Coefficients
 t – single storm event duration (hr)

Table 4. A & B Coefficients for New Liskeard

Storm Event Return Period	Coefficient A	Coefficient B
2-year	18.9	-0.690
5-year	25.6	-0.694
10-year	30.0	-0.696
25-year	35.5	-0.696
50-year	39.7	-0.699
100-year	43.7	-0.699

5.3 Discharge

5.3.1 Model

The pre-development and post-development conditions were hydrologically modeled using the Visual OTTHYMO (Version 2.2) computer software. Given a rainfall event, Visual OTTHYMO calculates peak runoff flows and rainwater volumes for a predefined catchment area. This Visual OTTHYMO model makes use of the NASHYD (natural hydrographs) and STANDHYD (urban hydrographs) routines for calculating hydrographs for rural or undeveloped areas and urban developed areas. The details on how the model parameters were determined are provided in the sections below.

5.3.2 Design Storms

The rainfall events are based on the latest Region of Temiskaming Shores storm data. The following rainfall events have been modeled:

- 4-hour Chicago rainfall distributions for the 2, 5, 10, 25, 50 and 100-year storm events;
- 25 mm 4-hour Chicago rainfall distribution; and

- Timmins Regional Storm (the regional storm for the Temiskaming Shores area).

5.3.3 Discretization

The site has been divided into discrete storm catchment areas for the purpose of hydrologic modeling of the pre-development and post-development conditions. The pre-development and post-development catchment areas are illustrated on Drawings SWM1 and SWM2 (Appendices B and C).

The time to peak, t_p , was estimated by using the Airport Equation or the Bransby-Williams Formula for calculating time to concentration, t_c . The equations are used as follows:

Airport Equation (Used if C value is less than 0.4)

$$t_c = \frac{3.26 \times (1.1 - C) \times L^{1/2}}{S_w^{1/3}}$$

Where:

- t_c is the time to concentration for the hydrograph (min)
 C is the runoff coefficient
 L is the watershed length (m)
 S_w is the watershed slope (%)

Bransby-Williams Formula (Used if C value is greater than 0.4)

$$t_c = \frac{0.057 \times L}{S_w^{0.2} \times A^{0.1}}$$

Where:

- t_c is the time to concentration for the hydrograph (min)
 L is the watershed length (m)
 S_w is the watershed slope (%)
 A is the watershed area (ha)

The time to peak required in the Visual OTTHYMO model is estimated as 66% of time of concentration. The time to peak should not be less than the interval time of the hyetograph for the design storm. The catchment timestep (DT) is to be 1/5 of the time to peak (t_p), but not less than 2.0 minutes.

5.3.4 Models Parameters

Initial Abstraction (IA) and Runoff Curve Number (CN) are used in the pre-development and post-development models. The numbers in Table 5 were taken from the *MTO Drainage Management Manual - Design Charts 1.09* for a soil type described as lacustrine, calcareous clay with imperfect drainage overlying silty clay which is classified as a Type BC hydrologic soil group.

Table 5. Initial Abstraction and Runoff Curve Numbers for NASHYDs (natural hydrographs)

Land Use or Surface	CN	IA [mm]
Pasture	71	5
Granular	98	2
Woods	71	10
Roof	98	2
Pavement	98	2
Unimproved	71	5

The site was delineated into single catchment areas C101 for pre-development modeling to calculate the pre-development runoff. Table 6 indicates the parameters for the natural hydrographs (NASHYD).

Table 6. Natural Catchment Areas Land Use Breakdown (Pre-Development)

Catchment Area	Woods Area (ha)	Weighted		
		CN	IA (mm)	RC
C101	2.21	71.0	10.0	0.25

The pre-development catchment areas are shown in drawing SWM1 in Appendix B.

For the post-development modeling, the site was delineated into catchment areas C201 to C204. This was done to size the proposed quality and quantity orifice controlled grassed swale and determine the amount of storage required for excess stormwater runoff. Table 7 indicates the parameters for the urban hydrographs (STANHYD) while Table 8 shows the parameters for the natural hydrographs (NASHYD). Note that C204 was modeled as a natural hydrographs (NASHYD) as the area's parameters fit those of a natural hydrographs (fully vegetated tree covered area).

Table 7. Urban Catchment Areas Land Use Breakdown (Post-Development)

Catchment Area	Grass Area [ha]	Granular Area [ha]	Roof Area [ha]	Pavement Area [ha]	Weighted	
					RC	TIMP (%)
C201	0.18	≤ 0.01	0.03	0.10	0.55	49
C202	0.13	≤ 0.01	0.02	0.11	0.60	57
C203	0.17	0.01	0.05	0.22	0.66	66

Refer to section 5.3.5 for model results. The post-development catchment areas are provided in Appendix C.

Table 8. Natural Catchment Area Land Use Breakdown (Post-Development)

Catchment Area	Woods Area (ha)	Unimproved Area (ha)	Weighted		
			CN	IA (mm)	RC
C204	0.77	0.43	71.5	8.3	0.27

5.3.5 Model Results

The model for the site was divided into two checkpoints; flows discharging directly into the Highway 11 east ditch and flows discharging into the Temiskaming Shores municipal ditch east of the property line along Shepherdson Road.

Table 9 indicates that the peak flow rates discharging into the Highway 11 ditch on the west side of the site for the proposed development are smaller than the pre-development flow rates. It also indicates that the catchment area discharging towards the Highway 11 is reduced from 2.21 to 1.19 hectares.

Table 9. Model Results – MTO Corridor East Ditch Storm Peak Even Flow

MTO Corridor Storm Peak Event Flow (m3/s)							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	2.21	0.02	0.05	0.07	0.10	0.13	0.16
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.20					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	1.19	0.01	0.02	0.03	0.05	0.06	0.07
25 mm Chicago Storm	1.19	0.01					
Timmins Storm	1.19	0.10					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	1.19	0.01	0.02	0.03	0.05	0.06	0.07
25 mm Chicago Storm	1.19	0.01					
Timmins Storm	1.19	0.10					

Table 10 indicates that the peak flow rates discharging into the municipal ditch with attenuation for the proposed development are greater than the pre-development flow rates.

Table 10. Model Results – Municipal Ditch Storm Peak Even Flow

Municipal Ditch Storm Peak Event Flow (m³/s)							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 mm Chicago Storm	0.00	0.00					
Timmins Storm	0.00	0.00					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	1.02	0.15	0.21	0.25	0.29	0.33	0.36
25 mm Chicago Storm	1.02	0.08					
Timmins Storm	1.02	0.10					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	1.02	0.01	0.02	0.03	0.04	0.04	0.06
25 mm Chicago Storm	1.02	0.00					
Timmins Storm	1.02	0.09					

Table 11 indicates that the total peak flow rates discharging towards both Highway 11 and municipal ditches. For the proposed development total flows are greater than the pre-development flow rates. However, with the introduction of an orifice pipe, flow controlled weir and surface swale storage, it is possible to contain the stormwater and to release at flows equal or smaller than to the pre-development conditions.

Table 11. Model Results – Total Peak Flow

Total Peak Event Flow (m ³ /s) – Site Total							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	2.21	0.02	0.05	0.07	0.10	0.13	0.16
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.20					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	2.21	0.16	0.23	0.28	0.34	0.39	0.44
25 mm Chicago Storm	2.21	0.09					
Timmins Storm	2.21	0.20					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	2.21	0.02	0.05	0.06	0.09	0.10	0.13
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.19					

More details on pre-development and post-development model inputs are available in Appendix A and in the Visual OTTHYMO output files in Appendix G.

6 Storage Requirements

The on-site storage requirement calculated with Visual OTTHYMO for the Timmins design storm is 387m³ as per the “MAXIMUM STORAGE USED” under Simulation 8 in Appendix E. The software compares the flow held back by the orifice pipes and broad-crested weir to the volume of storage required. The flow reduction is directly proportional to the storage requirements. Refer to Appendix E for storage requirement calculations and results.

7 Storage Provided

In order to contain the post-development peak flows, an orifice pipe (200mm in diameter) and a broad crested weir are place downstream of catchment areas C201 to C203 at the northeast corner of the property. The largest required storage for a design storm is 387m³ for the Timmins storm.

The new swale provides 420m³ of storage. This allows the system to meet the requirements for the 2-100 year design storms as well as the Timmins storm.

The storage is iterated in 0.05m increments from the bottom of the swale to the top bank of the swale. The storage iteration results are shown in Table 12. The orifice pipe invert elevation is set to be 0.53m above the bottom of the swale at an elevation of 256.24 while the weir is set to be 0.90m above the bottom of the swale.

Table 12. Storage Iteration at Various Elevations

Ponding Elevation	Storage Volume	
	Volume in 0.05m Layer [m ³]	Cumulative Volume [m ³]
255.71	0.00	0.00
255.76	8.46	8.46
255.81	10.20	18.66
255.86	11.16	29.82
255.91	12.13	41.95
255.96	13.09	55.04
256.01	14.06	69.10
256.06	15.02	84.12
256.11	16.01	100.13
256.16	16.98	117.11
256.21	17.96	135.07
256.26	18.96	154.03
256.31	20.36	174.39
256.36	22.15	196.54
256.41	24.19	220.73
256.46	26.45	247.18
256.51	28.97	276.15
256.56	31.63	307.78
256.61	34.35	342.13
256.66	37.27	379.40
256.71	40.19	419.59

8 Orifice Pipe Flow Calculation

A common method used to reduce the post-development peak flows is to use one or multiple orifice pipes as a choke point in the system. For this development, a 200mm diameter pipe at an invert of 256.24 partnered with a broad-crested weir (see section 9 for additional detail on the weir) is designed to contain the flows discharging into the municipal ditch of Shepherdson Road. The orifice pipe are to be located downstream of quality and quantity control grassed swale. The orifice size and invert was calculated using the following equations and the results shown in Table 13. The storage column is taken from Table 12.

Orifice outflow equation when the ponding elevation is below the orifice centroid taken from the LSRCA Technical Guidelines for Stormwater Management Submissions

$$Q_{orifice} = \left(\left(0.494 \left(\frac{H}{D/1000} \right) \right)^{1.57} - 0.04 \left(\frac{H}{D/1000} \right)^{0.5} \right) \times 0.62 \times \sqrt{g} \times D^{5/2}$$

Where:

- Q is the outflow (m³)
- D is the diameter of the orifice opening (m)
- g is the gravitational force of 9.81m/s²
- H is the head measured from the ponding elevation to the centroid of the orifice (m)

Orifice outflow equation when the ponding elevation is above the orifice centroid

$$Q_{orifice} = 0.62A\sqrt{(2gH)}$$

Where:

- Q is the outflow (m³)
- A is the area of the orifice opening (m²)
- g is the gravitational force of 9.81m/s²
- H is the head measured from the ponding elevation to the centroid of the orifice (m)

9 Weir Flow Calculation

An additional method commonly used to reduce the post-development peak flows is the manipulation of the shape of a weir or multiple weirs set as choke points in the system. For this development, a weir with a flow release elevation of 256.61. The bank was placed at the end of the proposed quality and quantity control grassed swale. The necessary weir elevation was calculated using the following equation and the results are shown in Table 13. The storage column is taken from Table 12.

Weir outflow equation and discharge coefficient equations are taken from the LSRCA Technical Guidelines for Stormwater Management Submissions

$$Q_{weir} = CLH^{3/2}$$

Where:

- Q is the outflow (m³)
- C is the discharge coefficient (m^{3/2}s⁻¹)
- L is the length of the weir (m)
- H is the head measured from the weir elevation to the top of the water pooling in the swale (m)

The discharge coefficient C was obtained following this equations:

$$C = (2/3)^{\frac{3}{2}} g^{\frac{1}{2}} = 1.705$$

Where:

- g is the gravitational force of 9.81m/s²

Table 13. Orifices Calculation Results

Ponding Elevation	Storage [m ³]	Water Depth [m]	Q _{orifice} [m ³ /s]	Q _{weir} [m ³ /s]	Q _{total} [m ³ /s]
255.71	0.00	0.00	0.000	0.000	0.000
255.76	8.46	0.05	0.000	0.000	0.000
255.81	18.66	0.10	0.000	0.000	0.000
255.86	29.82	0.15	0.000	0.000	0.000
255.91	41.95	0.20	0.000	0.000	0.000
255.96	55.04	0.25	0.000	0.000	0.000
256.01	69.10	0.30	0.000	0.000	0.000
256.06	84.12	0.35	0.000	0.000	0.000
256.11	100.13	0.40	0.000	0.000	0.000
256.16	117.11	0.45	0.000	0.000	0.000
256.21	135.07	0.50	0.000	0.000	0.000
256.26	154.03	0.55	0.000	0.000	0.000
256.31	174.39	0.60	0.002	0.000	0.002
256.36	196.54	0.65	0.012	0.000	0.012
256.41	220.73	0.70	0.023	0.000	0.023
256.46	247.18	0.75	0.030	0.000	0.030
256.51	276.15	0.80	0.036	0.000	0.036
256.56	307.78	0.85	0.040	0.000	0.040
256.61	342.13	0.90	0.045	0.000	0.045
256.66	379.40	0.95	0.049	0.038	0.087
256.71	419.59	1.00	0.052	0.108	0.160

The data in the column 2 (storage in m³) and 6 (Q_{total} in m³/s) in Table 13 is summarized and entered into the Visual OTTHYMO model as control reservoir in the stormwater sewer system as shown in Figure 2 below. Below is the control reservoir Discharge to Storage curve generated by the OTTHYMO software.

The storage is added to the model and the simulation is run again. The results of the addition of orifice pipes are shown in the bottom section of Table 9, 10 and 11.

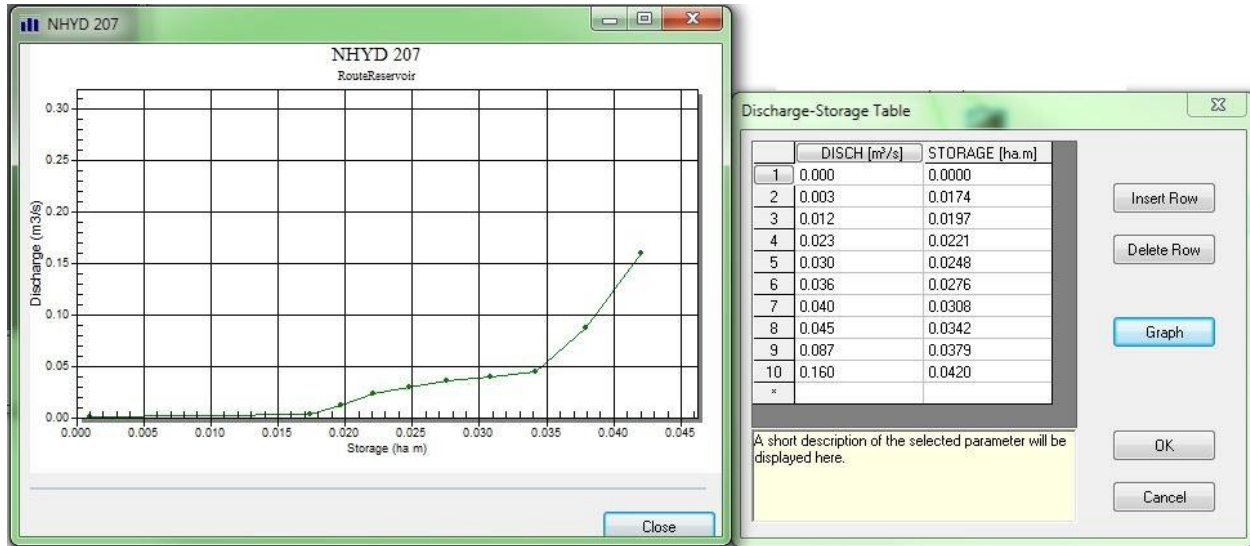


Figure 2. Control Reservoir Discharge-Storage Curve for OTTHYMO Model

10 Quality Control

The stormwater agglomerates into the swales located through the three outlets found at the southwest, northwest and northeast of the site. The swale then discharges into the municipal ditch. This ditch discharges through a series of larger ditches along the MTO corridor and culverts to finally outlets into the Wasi River. The Wasi River is tributary to Lake Temiskaming. Stormwater quality control is provided by the geometry and grading of the proposed swale as per the MOE SWM Planning & Design Manual.

10.1 Stormwater Quality Grassed Swale Location

A shallow wide grassed swale with a gentle slope will be constructed to remove impurities and restrict flow from the proposed development. The swale will be constructed along the west and north end of the development to ensure any runoff from the proposed development is contained and controlled through the swale. This swale is downstream of catchment areas C201-C203.

10.2 Stormwater Quality Grassed Swale Parameters

A 167m long grassed swale will be constructed to provide stormwater quality control. Table 14 shows the minimum grassed swale requirements which are compared to the proposed grassed swale. The design guidelines have been established for the Chicago 25mm 4 hour design storm runoff flow as per the MOE SWM Planning & Design Manual.

Table 14. Grassed Swale Parameters

	MOE SWM Planning & Design Manual Grassed Swale Guidelines	Proposed Grassed Swale
Maximum Drainage Area for 75% Imperviousness [ha]	2.00	1.13
Bottom Width [m]	≥ 0.75	2.00
Channel Slope [%]	≤ 1.00	Average of 0.83
Flow Velocity [m/s]	≤ 0.50	0.21
4 hour 25mm Chicago Flow [m ³ /s]	≤ 0.15	0.09

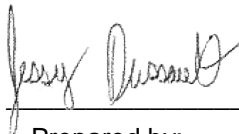
11 Sediment And Erosion Control

During construction, silt will be prevented from entering the existing ditches surrounding the site by the use of silt fences along the perimeter of the site. Wherever required, a sediment control fence will be erected and maintained around the site perimeter within property limits. At the access points to the site, mud mats, constructed of crusher run material, will be required to prevent silt from being carried or washed onto the roadways. Silt fences, dams and mud mats will be removed after construction has been completed.

12 Conclusion


This stormwater management report details the proposed methods for accommodating run-off from the subject site, as well as outlining run-off quality control measures. Based on the preceding analysis, it is our opinion that post-development peak flows from the subject site will not cause any adverse effects on the downstream land.

Sincerely,
exp Services Inc.



Prepared by:

Jessy Dussault,
 Civil EIT



Approved by:

Jerry Dussault, P.Eng
 Civil Engineer

Appendix A – Runoff Calculations

Table 15. Input parameters (OTTHYMO) for pre-development conditions (Natural)

Catchment	Area (ha)	L (m)	S (%)	CN	IA (mm)	RC	tp (hr)	DT (min)
C101	2.21	257.73	3.9	71.0	10.0	0.25	0.31	3.8
Simulation time step increment [DT] = 10 mins; Weather Flow [DWF] = 0m ³ /s; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation								



Figure 3. OTTHYMO layout for pre-development conditions

Table 16. Input parameters (OTTHYMO) for post-development conditions (Natural)

Catchment	Area (ha)	L (m)	S (%)	CN	IA (mm)	RC	tp (hr)	DT (min)
C204	1.19	196	3.0	71.5	8.3	0.27	0.29	3.5
Simulation time step increment [DT] = 10 mins; Weather Flow [DWF] = 0m ³ /s; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation								

Table 17. Input parameters (OTTHYMO) for post-development conditions (Urban)

Area ID	Area [ha]	XIMP	TIMP	Average slope of pervious area [%]	Overland flow length of pervious area [m]	Average slope of impervious area [%]	Overland flow length of impervious area [m]
201	0.30	0.494	0.494	25.9	110	2.2	104
202	0.26	0.565	0.565	22.0	97	2.9	102
203	0.45	0.663	0.663	12.0	70	2.7	88

Simulation time step increment [DT] = 2 mins; Dry Weather Flow [DWF] = 0m³/s; LOSS calculated with *Horton's Equation*; Manning's roughness coefficient for pervious area [MNP] = 0.25; Storage coefficient for linear reservoir of the previous area [SCP] = 0 hr; Available depression storage over the impervious area [DPSI] = 2mm; LGI calculated with the following formula $A=1.5(LGI)^2$; Manning's roughness coefficient for impervious area [MNP] = 0.013; Storage coefficient for linear reservoir of the impervious area [SCI] = 0 hr; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation

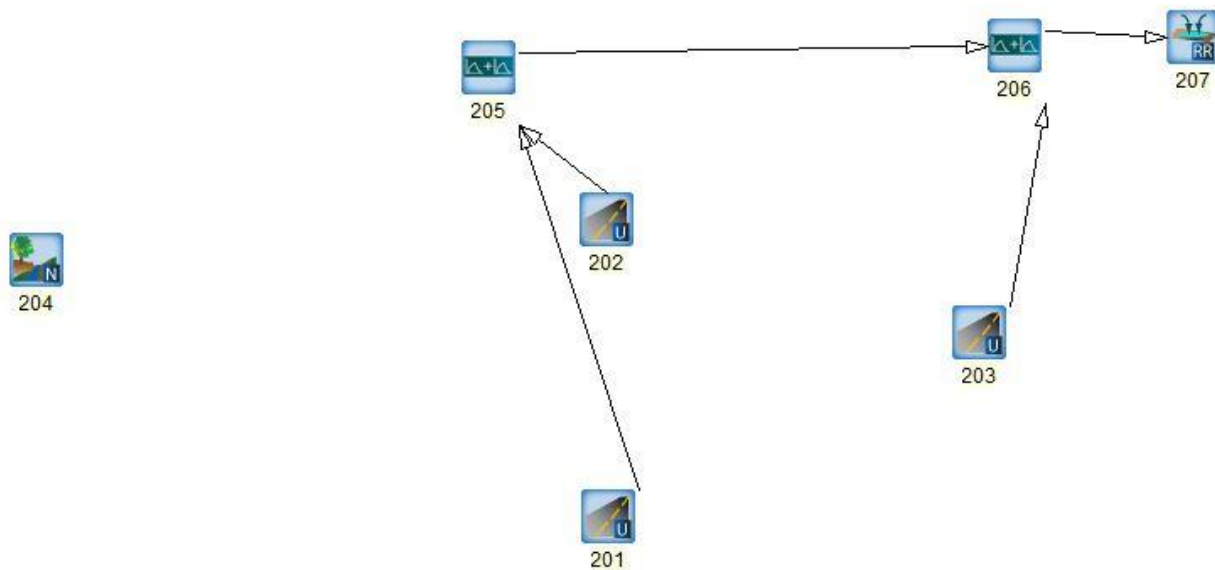
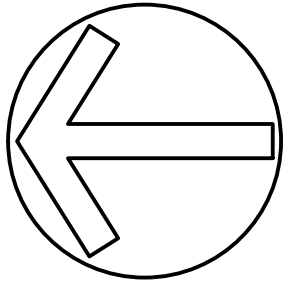


Figure 4. OTTHYMO layout for post-development conditions

Appendix B – Pre-Development Catchment Areas



SHEPERDSON ROAD

Catchment Area

Area (ha) 0.02 | 0.12

Runoff Coefficient

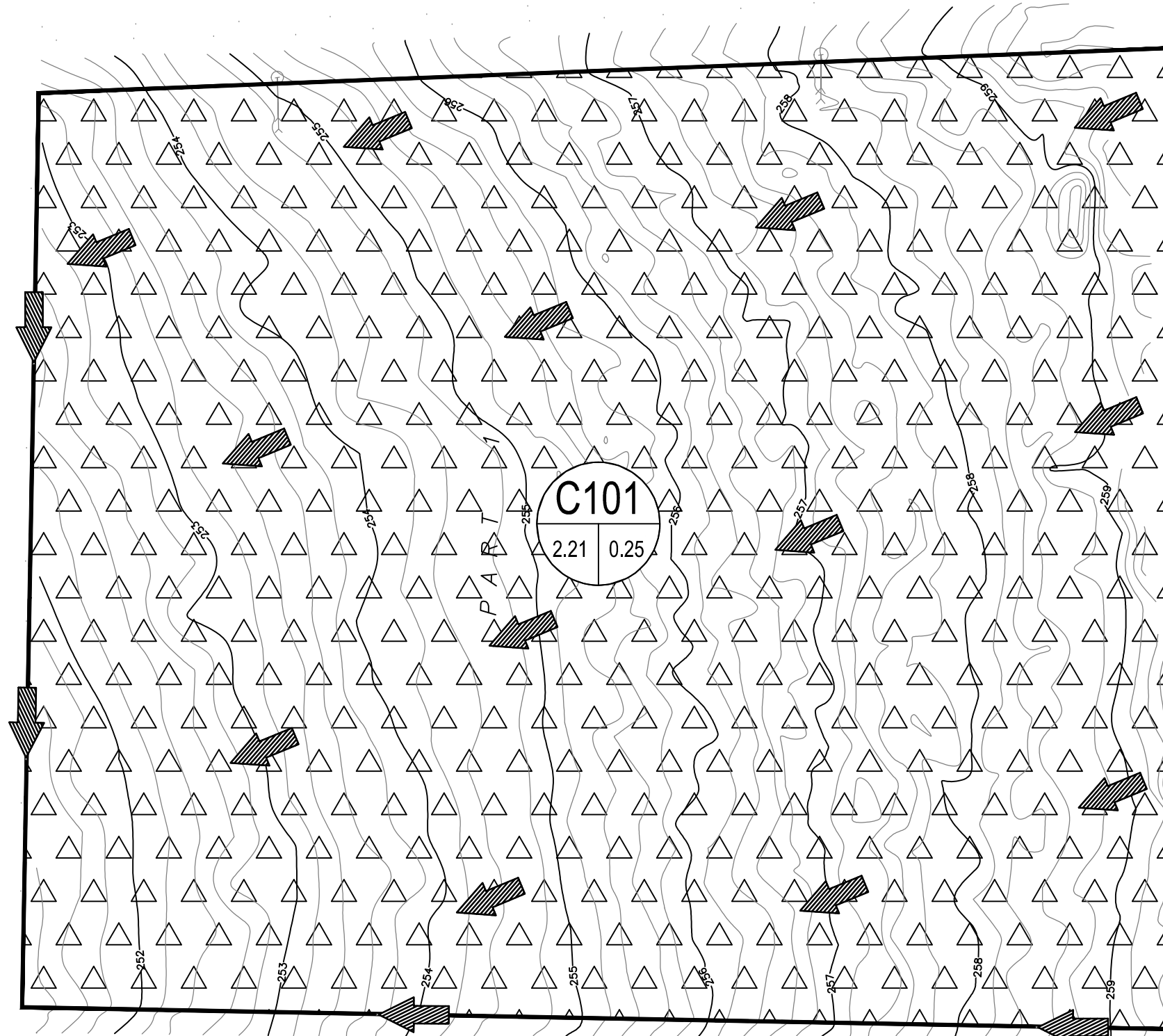
Pasture/Grass/River Stones

Granulars

Pavement

Roof

Forest/Trees



HIGHWAY 11 NORTH

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	J.D.P.	J.J.D.
0	ISSUED FOR SWM REPORT	JUN 2016	J.J.D.	J.J.D.

CAUTION: DO NOT SCALE DRAWINGS.

THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

© exp, 2016

TITLE: Stormwater Management - Pre Development Conditions

PROJECT: Great Northern Family Health Team
New Liskeard, ON

CLIENT: Pronor Developments T-Shores

exp Services Inc.
1.705.474.2720 T. 1.705.474.1.15
757 Main Street East
North Bay, ON P1B 1C2
Canada
www.exp.com

• BUILDINGS • EARTH • ENVIRONMENT • ENERGY
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

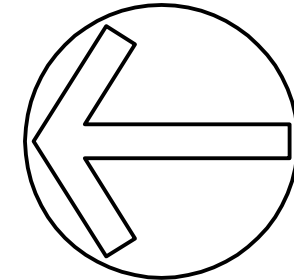
exp.

DRAWN: J.D.P. DESIGN: J.D.P. SCALE: 1:750

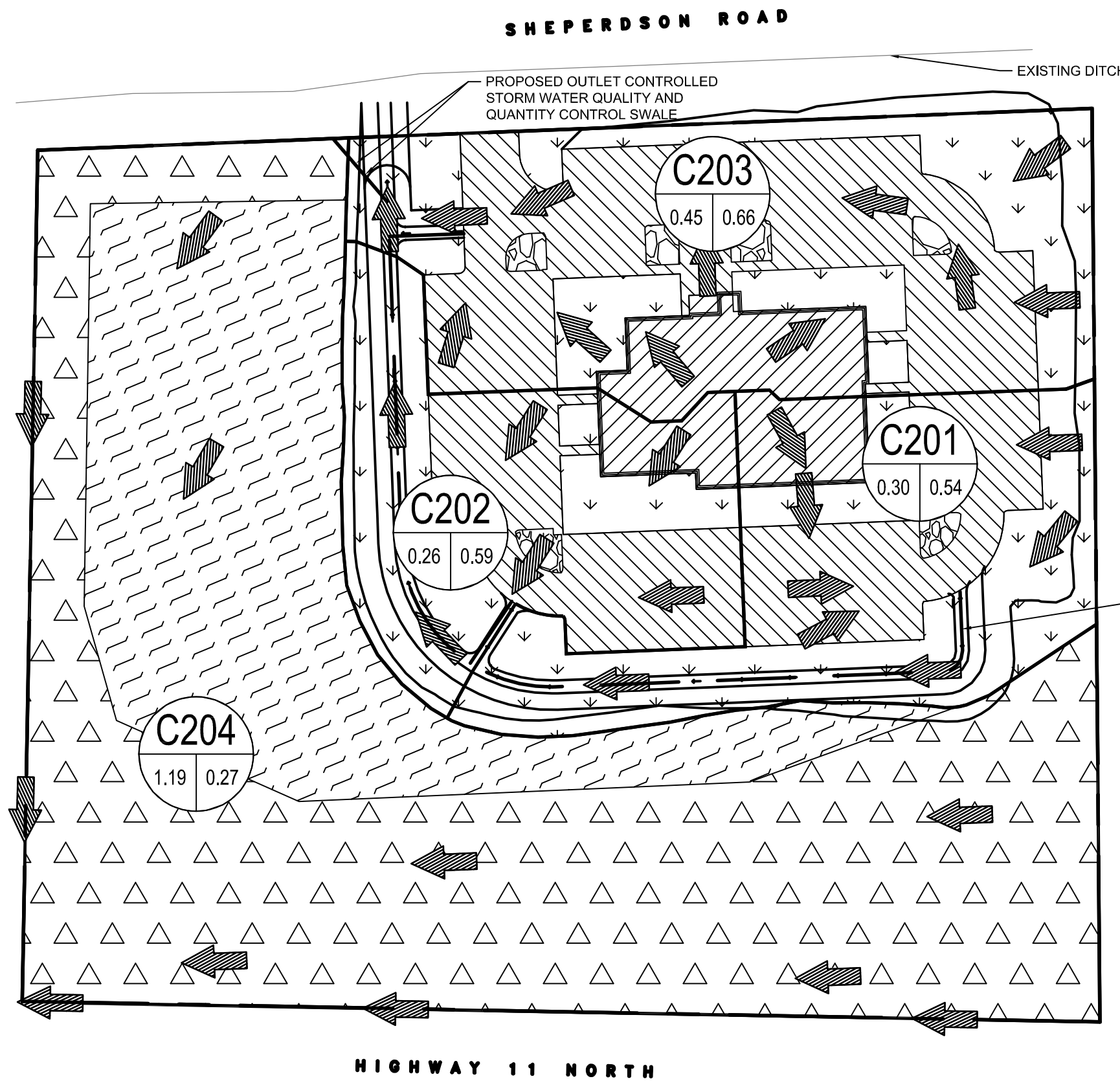
PROJECT No.: NTB-000051-00 SWM01

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project Execution2 - Design Drawings\T GNFHT Grading - J.D JUN 11 2016.dwg 2016-06-20

Appendix C – Post-Development Catchment Areas



Catchment Area	C101
Area (ha)	
Runoff Coefficient	0.02 0.12
Pasture/Grass/River Stones	
Granulars	
Pavement	
Roof	
Forest/Trees	
Unimproved	



HIGHWAY 11 NORTH

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project Execution\2 - Design Drawings\T-GNFHT Grading - JUD DEC 02 2016.dwg 2017-01-09

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	JDP	JJD
0	ISSUED FOR SWM REPORT	JUNE 2016	JJD	JJD
1	REVISED FOR SWM REPORT	JAN. 2017	JJD	JJD

CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © exp, 2017

TITLE:	Stormwater Management - Post Development Conditions
PROJECT:	Great Northern Family Health Team New Liskeard, ON
CLIENT:	Pronor Developments (T-Shores)

exp Services Inc.
 1: +1.705.474.2720 | 1: +1.705.474.1815
 757 Main Street East
 North Bay, ON P1B 1C2
 Canada
 www.exp.com

• BUILDINGS • EARTH & ENVIRONMENT • ENERGY
 • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

DRAWN: J.J.D.	DESIGN: J.J.D.	SCALE:
PROJECT No.: NTB-00005189-00		SWM02

Appendix D – Grading Plan C01

CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR IMPROPER SCALING. UNAUTHORIZED REPRODUCTION OR USE IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © exp, 2016

LEGEND

	PROPERTY LINE
	EX. EDGE OF PAVEMENT
	PROPOSED EDGE OF PAVEMENT
	EX. SANITARY SEWER
	PROPOSED SANITARY SEWER
	EX. STORM SEWER
	PROPOSED STORM SEWER
	EX. WATER MAIN
	PROPOSED WATER MAIN
	HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
	PROPOSED GAS LINE
	EX. GAS LINE
	PROPOSED HYDRO LINE
	EX. HYDRO LINE
	EXISTING/PROPOSED SANITARY MANHOLE
	EXISTING/PROPOSED STORM MANHOLE
	EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
	WQU - WATER QUALITY UNIT
	EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
	EXISTING/PROPOSED STORM CATCH BASIN
	EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
	PROPOSED WATER SHUT-OFF
	PROPOSED THRUST BLOCK
	EXISTING/PROPOSED FIRE HYDRANT
	PROPOSED SLOPE

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 08th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 08th, 2016
0	ISSUED FOR PERMIT / TENDER	J.J.D.	June 1st, 2016

ISSUED FOR APPROVALS

Professional Seal

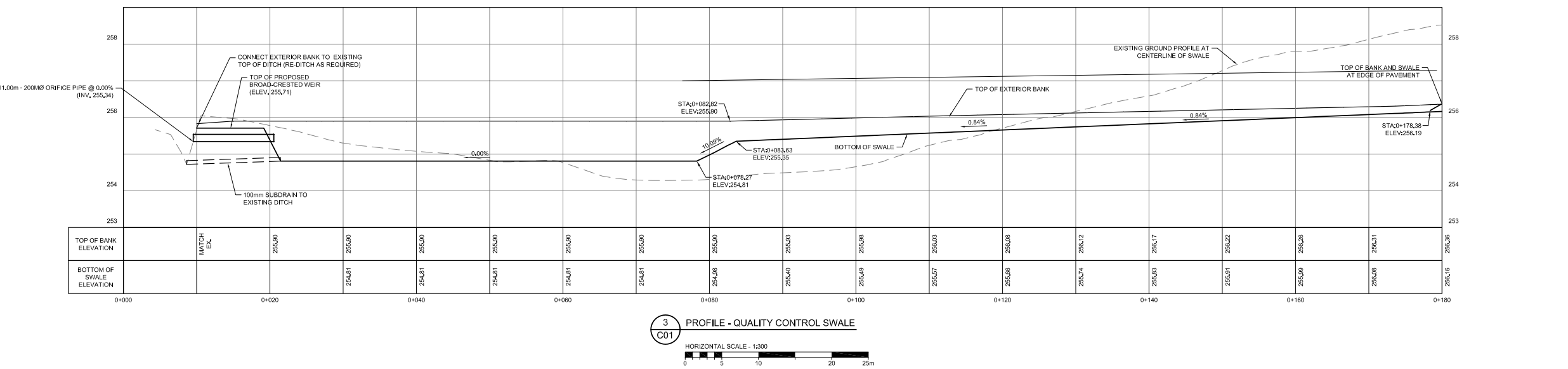
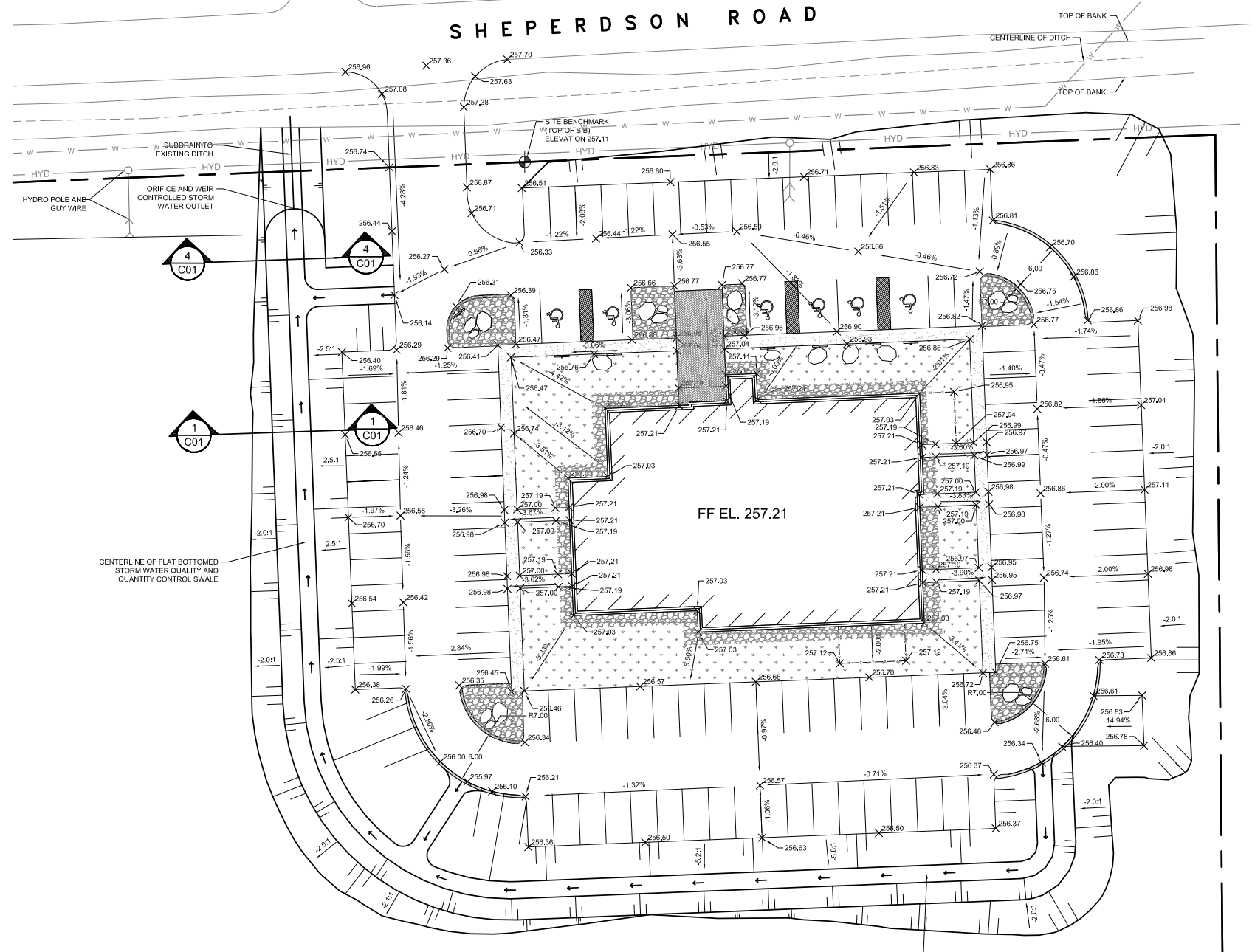
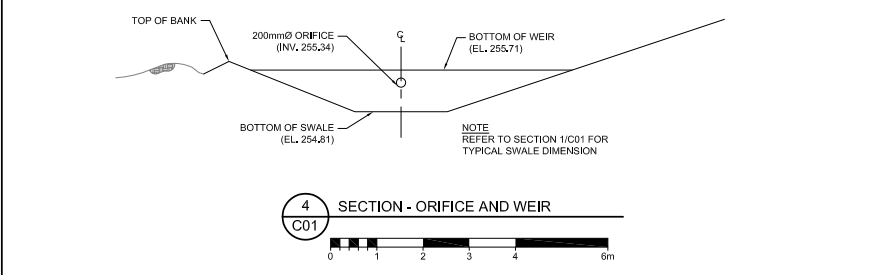
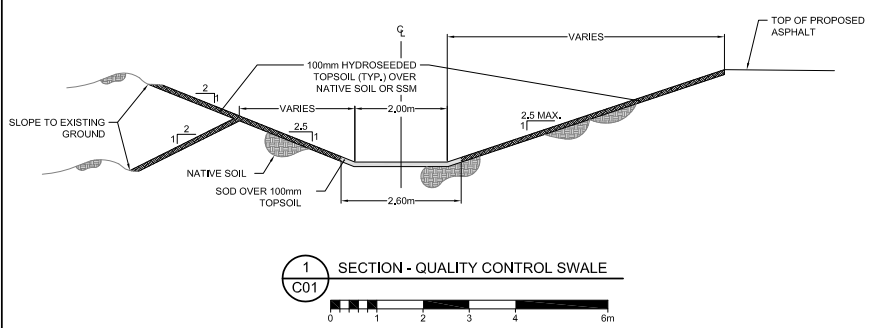
Drawn By: J.D.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 08th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 12/2/2016
 File Name: T GNFHT Grading - JUD DEC 02 2016

Project Title
**GREAT NORTHERN FAMILY HEALTH
 TEMISCAMING SHORES, ON**

Dwg. Title
SITE GRADING PLAN

Project No.	NTB-00005189-00
Dwg. No.	C01
Rev. No.	3



J:\A\2016\INFRASTRUCTURE\2016\Projects\NTB-00005189-00 - Great Northern Family Health\02 - Project Execution\2 - Design Drawings

Appendix E – Storage Requirement Calculations

 ** SIMULATION NUMBER: 1 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.15	2.00	22.04
OUTFLOW: ID= 1 (0207)	1.01	.01	3.07	20.29

PEAK FLOW REDUCTION [Qout/Qin](%)= 4.95
 TIME SHIFT OF PEAK FLOW (min)= 64.00
 MAXIMUM STORAGE USED (ha.m.)= .0185

 ** SIMULATION NUMBER: 2 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.20	2.00	30.24
OUTFLOW: ID= 1 (0207)	1.01	.02	2.43	28.49

PEAK FLOW REDUCTION [Qout/Qin](%)= 11.31
 TIME SHIFT OF PEAK FLOW (min)= 26.00
 MAXIMUM STORAGE USED (ha.m.)= .0221

 ** SIMULATION NUMBER: 3 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.24	2.00	35.61
OUTFLOW: ID= 1 (0207)	1.01	.03	2.40	33.85

PEAK FLOW REDUCTION [Qout/Qin](%)= 12.62
 TIME SHIFT OF PEAK FLOW (min)= 24.00
 MAXIMUM STORAGE USED (ha.m.)= .0251

 ** SIMULATION NUMBER: 4 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.29	2.00	42.36
OUTFLOW: ID= 1 (0207)	1.01	.04	2.37	40.61

PEAK FLOW REDUCTION [Qout/Qin](%)= 13.23
 TIME SHIFT OF PEAK FLOW (min)= 22.00
 MAXIMUM STORAGE USED (ha.m.)= .0292

 ** SIMULATION NUMBER: 5 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.32	2.00	47.29
OUTFLOW: ID= 1 (0207)	1.01	.04	2.37	45.54

PEAK FLOW REDUCTION [Qout/Qin](%)= 13.22
 TIME SHIFT OF PEAK FLOW (min)= 22.00
 MAXIMUM STORAGE USED (ha.m.)= .0324

 ** SIMULATION NUMBER: 6 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.36	2.00	52.16
OUTFLOW: ID= 1 (0207)	1.01	.06	2.30	50.41

PEAK FLOW REDUCTION [Qout/Qin](%)= 15.84
 TIME SHIFT OF PEAK FLOW (min)= 18.00
 MAXIMUM STORAGE USED (ha.m.)= .0352

 ** SIMULATION NUMBER: 7 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.08	1.33	18.88
OUTFLOW: ID= 1 (0207)	1.01	.00	3.77	17.12

PEAK FLOW REDUCTION [Qout/Qin](%)= 3.10
 TIME SHIFT OF PEAK FLOW (min)=146.00
 MAXIMUM STORAGE USED (ha.m.)= .0168

 ** SIMULATION NUMBER: 8 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.10	7.00	155.22
OUTFLOW: ID= 1 (0207)	1.01	.09	7.03	153.47

PEAK FLOW REDUCTION [Qout/Qin](%)= 94.85
 TIME SHIFT OF PEAK FLOW (min)= 2.00
 MAXIMUM STORAGE USED (ha.m.)= .0387

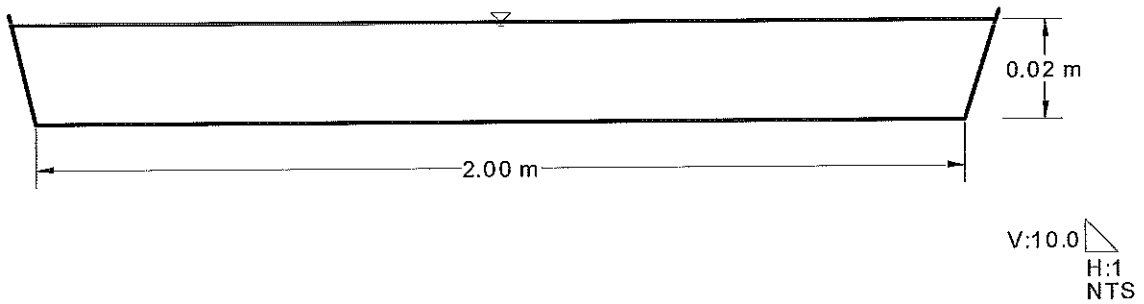
Appendix F – Quality Control Swale Section

Cross Section

Cross Section for Trapezoidal Channel

Project Description	
Worksheet	Great Northern
Flow Element	Trapezoidal Cha
Method	Manning's Form
Solve For	Channel Depth

Section Data	
Mannings Coeffic	0.030
Slope	008300 m/m
Depth	0.02 m
Left Side Slope	2.50 H : V
Right Side Slope	3.00 H : V
Bottom Width	2.00 m
Discharge	0.0100 m ³ /s



Appendix G - Visual OTTHYMO Output Sheets

```

V V I SSSSS U U A L
V V I SS U U A A L
V V I SS U U AAAAA L
V V I SS U U A A L
VV I SSSSS UUUUU A A LLLLL

OOO TTTTT TTTTT H H Y Y M M OOO TM
O O T T H H Y Y MM MM O O
O O T T H H Y M M O O
OOO T T H H Y M M OOO

```

Developed and Distributed by Clarifica Inc.
 Copyright 1996, 2007 Clarifica Inc.
 All rights reserved.

***** S U M M A R Y O U T P U T *****

```

Input filename: C:\Program Files (x86)\Visual OTTHYMO 2.2.4\voin.dat
Output filename: j:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project
Execution\1 - Design\
Summary filename: j:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project
Execution\1 - Design\

```

DATE: 05/05/2016 TIME: 2:11:09 PM

USER:

COMMENTS: _____

 ** SIMULATION NUMBER: 1 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 28.93 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\2 NWL.stm								
remark: 2 YEAR - 4 hour								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .02 2.17 2.84 .10 .000
 [CN=71.0]
 [N = 3.0:Tp .20]
 *

 ** SIMULATION NUMBER: 2 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 39.03 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\5 NWL.stm								
remark: 5 YEAR - 4 hour								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .05 2.17 6.18 .16 .000
 [CN=71.0]
 [N = 3.0:Tp .20]
 *

 ** SIMULATION NUMBER: 3 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 45.64 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\10 NWL.stm								
remark: 10 YEAR - 4 hour - Chicago Storm								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .07 2.17 8.87 .19 .000
 [CN=71.0]

[N = 3.0:Tp .20]

** SIMULATION NUMBER: 4 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 53.95 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\25 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .10 2.17 12.74 .24 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 5 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 60.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\50 NWL.stm
remark: 50 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .13 2.17 15.85 .26 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 6 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 66.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\100 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .16 2.17 19.13 .29 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 7 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 25.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\25MM4HR.STM
remark: Twenty-Five mm Four Hour Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .01 1.50 1.85 .07 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 8 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 12.0
[Ptot=193.00 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\Timmins.stm
remark: * REGIONAL DESIGN STORM

** CALIB NASHYD 0101 1 10.0 2.29 .19 7.00 113.75 .59 .000

[CN=71.0]
[N = 3.0:Tp .20]

*

FINISH

=====


```

* CALIB STANDHYD      0202  1  2.0    .26    .05  2.00  30.41  .78    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .05  2.00  28.22  .72    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .10  2.00  29.23  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .20  2.00  30.24  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .02  2.43  28.49  n/a    .000
  {ST= .02 ha.m }
*

```

```

*****
** SIMULATION NUMBER:  3 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak   R.V.  R.C.   Qbase
                   min     ha     cms    hrs     mm     .C.   cms

START @ .00 hrs
-----
READ STORM          10.0
 [ Ptot= 45.64 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\10 NWL.stm
remark: 10 YEAR - 4 hour - Chicago Storm

```

```

** CALIB NASHYD      0204  1  3.0    1.19    .04  2.20  9.11  .20    .000
  [CN=71.0          ]
  [ N = 3.0:Tp .20]
*
* CALIB STANDHYD      0203  1  2.0    .45    .12  2.00  37.06  .81    .000
  [I%=66.3:S%=12.00]
*
* CALIB STANDHYD      0202  1  2.0    .26    .06  2.00  35.81  .78    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .06  2.00  33.26  .73    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .12  2.00  34.44  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .24  2.00  35.61  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .03  2.40  33.85  n/a    .000
  {ST= .03 ha.m }
*

```

```

*****
** SIMULATION NUMBER:  4 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak   R.V.  R.C.   Qbase
                   min     ha     cms    hrs     mm     .C.   cms

START @ .00 hrs
-----
READ STORM          10.0
 [ Ptot= 53.95 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\25 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

```

```

** CALIB NASHYD      0204  1  3.0    1.19    .06  2.20  13.08  .24    .000
  [CN=71.0          ]
  [ N = 3.0:Tp .20]
*
* CALIB STANDHYD      0203  1  2.0    .45    .14  2.00  44.06  .82    .000
  [I%=66.3:S%=12.00]
*
* CALIB STANDHYD      0202  1  2.0    .26    .07  2.00  42.61  .79    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .08  2.00  39.59  .73    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .15  2.00  40.99  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .29  2.00  42.36  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .04  2.37  40.61  n/a    .000
  {ST= .03 ha.m }
*

```

```

*****
** SIMULATION NUMBER:  5 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak   R.V.  R.C.   Qbase
                   min     ha     cms    hrs     mm     .C.   cms

```

START @ .00 hrs

READ STORM 10.0
[Ptot= 60.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\50 NWL.stm
remark: 50 YEAR - 4 hour - Chicago Storm

**	CALIB NASHYD	0204	1	3.0	1.19	.07	2.20	16.27	.27	.000
	[CN=71.0]									
	[N = 3.0:Tp .20]									
*	CALIB STANDHYD	0203	1	2.0	.45	.15	2.00	49.18	.82	.000
	[I%=66.3:S%=12.00]									
*	CALIB STANDHYD	0202	1	2.0	.26	.08	2.00	47.58	.79	.000
	[I%=56.5:S%=22.00]									
*	CALIB STANDHYD	0201	1	2.0	.30	.09	2.00	44.23	.74	.000
	[I%=49.4:S%=25.90]									
*	ADD [0202 + 0201]	0205	3	2.0	.56	.17	2.00	45.78	n/a	.000
*	ADD [0203 + 0205]	0206	3	2.0	1.01	.32	2.00	47.29	n/a	.000
*	RESRVR [2 : 0206]	0207	1	2.0	1.01	.04	2.37	45.54	n/a	.000
	{ST= .03 ha.m }									

** SIMULATION NUMBER: 6 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	--------	---------	-----------	-----------	---------	------	-----------

START @ .00 hrs

READ STORM 10.0
[Ptot= 66.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\100 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

**	CALIB NASHYD	0204	1	3.0	1.19	.09	2.20	19.64	.30	.000
	[CN=71.0]									
	[N = 3.0:Tp .20]									
*	CALIB STANDHYD	0203	1	2.0	.45	.17	2.00	54.22	.82	.000
	[I%=66.3:S%=12.00]									
*	CALIB STANDHYD	0202	1	2.0	.26	.09	2.00	52.48	.79	.000
	[I%=56.5:S%=22.00]									
*	CALIB STANDHYD	0201	1	2.0	.30	.09	2.00	48.80	.74	.000
	[I%=49.4:S%=25.90]									
*	ADD [0202 + 0201]	0205	3	2.0	.56	.19	2.00	50.50	n/a	.000
*	ADD [0203 + 0205]	0206	3	2.0	1.01	.36	2.00	52.16	n/a	.000
*	RESRVR [2 : 0206]	0207	1	2.0	1.01	.06	2.30	50.41	n/a	.000
	{ST= .04 ha.m }									

** SIMULATION NUMBER: 7 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	--------	---------	-----------	-----------	---------	------	-----------

START @ .00 hrs

READ STORM 10.0
[Ptot= 25.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\25MM4HR.STM
remark: Twenty-Five mm Four Hour Chicago Storm

**	CALIB NASHYD	0204	1	3.0	1.19	.00	1.60	1.90	.08	.000
	[CN=71.0]									
	[N = 3.0:Tp .20]									
**	CALIB STANDHYD	0203	1	2.0	.45	.04	1.33	19.72	.79	.000
	[I%=66.3:S%=12.00]									
**	CALIB STANDHYD	0202	1	2.0	.26	.02	1.33	18.96	.76	.000
	[I%=56.5:S%=22.00]									
**	CALIB STANDHYD	0201	1	2.0	.30	.02	1.33	17.54	.70	.000
	[I%=49.4:S%=25.90]									
*	ADD [0202 + 0201]	0205	3	2.0	.56	.04	1.33	18.20	n/a	.000

```

* ADD [0203 + 0205] 0206 3 2.0 1.01 .08 1.33 18.88 n/a .000
* RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .00 3.77 17.12 n/a .000
  {ST= .02 ha.m }

```

```

*****
** SIMULATION NUMBER: 8 **
*****

```

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	-----------	------------	--------------	--------------	------------	------	--------------

START @ .00 hrs

```

-----
READ STORM 12.0
[ Ptot=193.00 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\Timmins.stm
remark: * REGIONAL DESIGN STORM

```

** CALIB NASHYD	0204	1	3.0	1.19	.10	7.00	116.76	.60	.000
----------------------------	-----------------	--------------	----------------	-----------------	----------------	-----------------	-------------------	----------------	-----------------

[CN=71.0]
[N = 3.0:Tp .20]

** CALIB STANDHYD	0203	1	2.0	.45	.05	7.00	161.08	.83	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

[I%=66.3:S%=12.00]

** CALIB STANDHYD	0202	1	2.0	.26	.03	7.00	156.24	.81	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

[I%=56.5:S%=22.00]

** CALIB STANDHYD	0201	1	2.0	.30	.03	7.00	145.56	.75	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

[I%=49.4:S%=25.90]

ADD [0202 + 0201]	0205	3	2.0	.56	.05	7.00	150.52	n/a	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

ADD [0203 + 0205]	0206	3	2.0	1.01	.10	7.00	155.22	n/a	.000
-------------------	------	---	-----	------	-----	------	--------	-----	------

```

RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .09 7.03 153.47 n/a .000
  {ST= .04 ha.m }

```

FINISH

=====

Catchment Area 204.txt

```

*****
** SIMULATION NUMBER: 1 **
*****
** CALIB NASHYD      0204  1  3.0   1.19   0.01   2.35   3.48  0.12   0.000
   [CN=71.5          ]
   [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 2 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.02   2.30   7.14  0.18   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 3 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.03   2.30  10.04  0.22   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 4 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.05   2.30  14.17  0.26   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 5 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.06   2.30  17.48  0.29   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 6 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.07   2.30  20.94  0.32   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 7 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.01   1.70   2.36  0.09   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 8 **
*****
** CALIB NASHYD      0204  1  3.0   1.19   0.10   7.05 119.27  0.62   0.000
   [CN=71.5          ]
   [ N = 3.0:Tp 0.29]
*

```

Appendix H – Overall Post-Development Conditions



J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health - Project Execution2 - Design Execution2 - Design Drawings\T GNFHT Grading - J.D. JUN 11 2016.dwg 2016-06-20

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	J.D.P.	J.J.D.
0	ISSUED FOR SWM REPORT	JUN 2016	J.J.D.	J.J.D.

CAUTION: DO NOT SCALE DRAWINGS.

THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

© exp, 2016

TITLE: **Stormwater Management - Overall Post Development Conditions**

PROJECT: **Great Northern Family Health Team**
New Liskeard, ON

CLIENT: **Pronor Developments (T-Shores)**

exp Services Inc.
 1-705-474-2720 | F: +1-705-474-1815
 757 Main Street East
 North Bay, ON P1B 1C2
 Canada
 www.exp.com

• BUILDINGS • EARTH & ENVIRONMENT • ENERGY
 • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

exp.

DRAWN: J.D.P.	DESIGN: J.D.P.	SCALE: 1:750
PROJECT No.: NTB-00005189-00		SWM03

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: April 17, 2018
Subject: Request for Sponsorship – Le Centre culturel ARTEM
Attachments: **Appendix 01** Application to Frog’s Breath
Appendix 02 Project Budget

Mayor and Council:

Le Centre culturel ARTEM (Village Noel) has applied for funding assistance to the Frog’s Breath Foundation in the amount of \$18,510.35 in order to acquire portable heaters for KIOSKS at Village Noel. 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. **Appendix 01 – Application to Frog’s Breath** is a copy of the application and **Appendix 02** Project Budget outlines the cost of the heaters and a snapshot of the overall 2018 Village Noel event.

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



FROG'S BREATH FOUNDATION FUNDING APPLICATION

Small Donations \$500 - \$25,000 (deadline March 30)

Executive Summary		
Name of Organization: Le Centre culturel ARTEM		
Sponsoring Organization (if applicable):		Note: If using a sponsoring organization a resolution or letter of support must be attached to the application.
Address: C.P. 2687, 324 avenue Whitewood		
Contact Person: Réjeanne Bélisle-Massie		
Tel: 705-647-8500	Fax: 705-647-8502	Email: info@centreartem.org
Charitable Registration Number (required):		R R
Total Organization Budget	Total Cost of Project	Amount Requested
\$ 233,063.00	\$ 90,071.35	\$ 18,510.35
Project Title: W armth for outdoor concerts & entertainment		
<p>Brief Description of Program:</p> <p>Village Noël Temiskaming, ARTEM's main event, began in November 2014 and has become an annual happening kicking off the festive season in Temiskaming Shores. A direct consequence of the city's cultural plan aiming to revitalize the downtown core, VNT is a very unique community project that binds together the three cultures, French, English, First Nations and Métis with its New France theme.</p> <p>The main objective of our funding application is :</p> <ul style="list-style-type: none"> - To provide warmth on the stage for entertainers who would offer outdoor concerts during VNT and heat for their musical instruments! - by the purchase of 6 industrial heaters with heat deflectors, mounting equipment/hardware and 4 heat-flo patio heaters. <p>In a spirit of cooperation and sharing resources with other organizations, the above material would be made available to various community groups who may have similar warmth needs during their winter activities.</p>		
<p>Attach to this application:</p> <ul style="list-style-type: none"> • 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.

ARTEM is a non-profit organization, incorporated in 1985. The members of its Board of Directors determine the mission and objectives and oversee the functioning of all its programs. An annual meeting is also an opportunity to provide leadership in the paths to be pursued in promoting quality art and cultural activities and events, thus contributing significantly to the dynamism and quality of life in the Temiskaming region.

ARTEM's office is located at 324 Whitewood Ave. in New Liskeard. Our organization is entirely volunteer based and a member of the Board manages, on a full-time basis, the ongoing commitments of ARTEM in the community.

The achievements of ARTEM in its more than 30 years of existence are outstanding: concerts, workshops, events in schools, mini-food fairs, TiCs (Temiskaming Interactive community Tours), initiator of Temiskaming Lake Tour and Village Noël Temiskaming to name a few. The numerous activities we coordinate are aimed at creating a stronger Francophone community and contributing its heritage, its talents and Joie de Vivre to the enhancement and strengthening of relationships with the two other cultures in Temiskaming. In the past four years, we focussed with enthusiasm on the city's cultural plan and promoted tourism. Village Noël Temiskaming has been instrumental in attracting thousands of visitors to our region and also in promoting economic growth for the region.

Showcasing our city as a vibrant and dynamic community, is our main goal!

Please also provide your Mission Statement or similar guiding statements (i.e., mandate, goals and operating principle).

ARTEM (Artémiskaming) is at the heart of our Francophone community and its vision is to be recognized in Ontario and northwestern Quebec as a leader in the development and in the promotion of the arts and culture of the Temiskaming region.

What will the project specifically accomplish and how does this relate to the overall goals of your organization?

The overall goals of ARTEM are, on the one hand to celebrate our francophone heritage and on the other hand to bring people of all cultures together to share in a festive spirit of cooperation, making Temiskaming Shores' cultural plan come alive even more. That is exactly what our project 'Warmth for outdoor concerts and entertainment' wishes to accomplish during VNT 2018.

Our desire is to be able to offer concerts and performances on an outside stage because this is so much a part of the festive ambiance and energy that Village Noël wants visitors to experience while in Temiskaming Shores. To do so, we need to add heaters to provide comfort for our entertainers and heat for their indispensable musical instruments.

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)?

When it comes to creating a festive atmosphere and truly bringing people together, even more so if it is winter, outdoor musical entertainment is magical! If we have heaters keeping the performers and their instruments warm they in turn will bring warmth and energy to celebrating participants and visitors alike on site.

Timing

Briefly describe the timing of your project, including the projected start-up and completion dates?

Village Noël Temiskaming 2018 will be celebrating its fifth edition on November 22nd to 24th and ARTEM along with the Village Noël committee has already begun planning many of the components of this event. Hopefully we will receive a positive response to our financial support request and immediately look into purchasing the industrial heaters and related material as of the month of May.

Costs

Please outline your project costs and sources of revenues.

Estimated Expenses	Amount	Comment
Salaries/Fees/Honoraria	\$	
Printing	\$	
Materials/Supplies	\$ 18,510.35	Heaters and related equipment
Advertising/Promotion	\$	
Office Expenses	\$	
Other Expenses	\$ 71,561.00	Based on 2017 expenses (see doc.)
Total Expenses	\$ 90,071.35	
Estimated Revenue	Amount	Comments
Fees	\$	
Donations	\$	In-kind donations = \$51,500.00
Earned Revenue	\$ 5,000.00	Kiosk rentals
Fundraising	\$ 32,000.00	Sponsors
Other Grants	\$ 27,861.00	\$21,325.00 not yet confirmed
Funding from Frog's Breath	\$ 18,510.35	
Other Revenue	\$ 6,700.00	Centre culturel ARTEM
Total Revenue	\$ 90,071.35	

In relation to your start up and completion dates, please outline any impact timing may have on your funding requirements.

Since the 'Application Process Timelines' of the Frog's Breath Foundation state that the recipients will be selected one month from the application deadline, this would give us ample time to proceed with our purchases. We would certainly be ready for the beginning of Village Noël on November 22, 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)

Village Noël relies entirely on government grants and financial contributions from sponsors and partners and on collaborators who offer 'in-kind' donations. In 2017, Funding Agencies were Canadian Heritage, Farm Credit Canada, South Temiskaming Community Futures Development Corporation. You will find attached detailed information related to all revenues from all sources.

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?

- Village Noël Temiskaming's reputation is already well established and this annual event has been an outstanding success for the past four years. VNT will continue to grow because its foundations are solid. Planning is well underway for November 2018 and many components are ready to go. VNT's success will again be reflected on the impact it has on our community.
- As the organization which initiated this event, ARTEM has demonstrated its strengths very well, such as conceptualizing, planning, obtaining financial resources, creating partnerships, marketing, recruiting and training volunteers and forming teams, coordinating the event as it unfolds.
- So that this powerful event will continue in the future, ARTEM is focussing this year on involving a new team member who will eventually be able to guide VNT's endeavours with expertise and enthusiasm.

If the application is for start-up funding, how will the project be financed in the future?

- Our request for financial support from your Foundation is for one-time purchases.

Leadership

What will you do that is different from or better than existing programs? How will you build on existing programs or services?

- To our knowledge there is no existing program similar to VNT in our community. VNT is a unique experience and was created from the ground up to become one of the finest events in Temiskaming Shores.
- There are indeed other great programs in our area which have their own identity and bring their significant contributions and VNT endeavours very strongly to create partnerships with them. On the one hand, the attached information concerning sponsors and in-kind donations confirms this well. On the other hand, the participation of so many groups during VNT make it the success it is. Our objective is to build on the community's strengths and bring different programs and services together for the benefit of all residents and visitors.

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?

- Among all supporters of VNT, two stand out quite significantly. ARTEM's partnership with our city is fundamental in many aspects of the planning and achievements of VNT. The support of more than 200 volunteers is also definitely instrumental in its smooth functioning.

Recognition For Frog's Breath

How will you acknowledge the contribution of the Frog's Breath Foundation?

A banner 'Frog's Breath Foundation' will be installed at the performing stage and nameplates placed on patio heaters. We also publish posters and brochures with logo and names of all financial supporters and these will of course include Frog's Breath Foundation.

Volunteer Base

Briefly describe how you will establish your volunteer base.

Our volunteer base is already quite solid and faithful and has been for a number of years. In 2017, 253 volunteers were actively involved in VNT. They are at the heart of our success!

Other Factors

Is there anything else you would like us to know about this project?

In 2015, ARTEM received the first 'Recognition award' given to a non-profit organization by the city and Chamber of Commerce. Also in 2015, VNT's contribution was acknowledged by Festival & Events Ontario.

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

PROJECT BUDGET

Estimated expenses for Stage Heaters

Materials/Supplies

6 Heaters	\$ 9,743.98
6 Heat deflectors	\$ 1,200.02
6 Mounting poles	\$ 1,320.01
<u>4 Heat-Flo Heaters</u>	<u>\$ 1,640.00</u>
Total:	\$13,904.01

Propane tanks

4 x 40 lb.	\$ 486.96
<u>6 x 100 lb.</u>	<u>\$ 1,547.40</u>
Total:	\$ 2,034.36

Subtotal:	\$15,938.37
Taxes	\$ 2,071.98
<u>Shipping</u>	<u>\$ 500.00</u>
Total:	\$18,510.35

Advertising/Promotion Banner Frog's Breath Foundation

- Frog's Breath Foundation logo on every heater
- Frog's Breath Foundation logo on four Patio-heaters
- Frog's Breath Foundation on all printed publicity, on VNT website and on Facebook.

Estimated Revenue

Centre culturel ARTEM	\$ 6,700.00
Celebrate Ontario	\$ 6,536.00
Heritage Canada	\$ 16,900.00
Postes Canada	\$ 4,425.00
STCFDC	\$ 5,000.00
Kiosk rentals	\$ 8,000.00

Local and regional sponsors \$ 31,000.00

Total: **\$ 78,561.00**

IN-KIND DONATIONS:

City of Temiskaming Shores \$ 10,000.00

Centre culturel ARTEM \$ 1,500.00

Local sponsors (based on 2017 VNT) \$ 40,000.00

Total: **\$ 51,500.00**

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: April 17th, 2018
Subject: Video Surveillance Policy

Mayor and Council,

On April 3, 2018, Council acknowledged receipt of Administrative Report No. CS-006-2018 outlining the Video Surveillance Policy for Council's consideration and approval. The by-law received first and second reading and was referred back to staff to provide additional information regarding the cameras at the New Liskeard Marina.

The Information Technology Administrator advised the cameras currently located at the New Liskeard Marina are not municipally owned; however, both the Haileybury and New Liskeard Marina are scheduled for camera installation this year. Once the new cameras are installed, they will be subject to the provisions of the Video Surveillance Policy.

It is recommended that Council considered third and final reading of By-law No. 2018-040 at the April 17, 2018 Regular Council meeting.

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

Memo

To: Mayor and Council
From: David B. Treen, Municipal Clerk
Date: April 17, 2018
Subject: Main Street Revitalization Fund – Agreement with AMO
Attachments: Appendix 01 – Draft Funding Agreement

Mayor and Council:

At the February 6, 2018 Regular Council meeting correspondence was received from the Association of Municipalities of Ontario dated January 23, 2018 outlining that the Minister of OMAFRA and Small Business announced the Main Street Revitalization Initiative. The program distributes \$26 million to Ontario Municipalities to enhance and revitalize downtowns and main street areas.

Under the program the City will be receiving \$44,446 as its portion. On April 11, 2018 staff received **Appendix 01 – Proposed Agreement** from AMO for the associated funding program. Actual funding based on the proposed agreement is \$44,421.28 and any project must be completed by March 31, 2020.

It is recommended that Council direct staff to prepare the necessary by-law and agreement to enter into a Funding Agreement with AMO under the Main Street Revitalization Initiative.

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

AMO Policy Update

January 23, 2018

\$26 Million Main Street Revitalization Fund Announced

AMO to be Fund Administrator

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

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

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

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

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

Subject: Tender Award – PFC Mechanical Room
Upgrades

Report No.: PW-021-2018
Agenda Date: April 17, 2018

Attachments

Appendix 01: Opening Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-021-2018;
2. That Council approves an increase in Pool/Fitness Centre Upgrade Project 2018 Budget envelope from \$872,500 to \$1 million; and
3. That Council directs staff to prepare the necessary by-law and agreement with Tribury Constructors Inc. for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 plus applicable taxes for consideration at the April 17, 2018, Regular Council meeting.

Background

Over the years staff have been trying to maintain existing parts in both the mechanical room and boiler room at the P/F Centre, however, all these parts have surpassed their life expectancy.

As part of the 2018 Budget deliberations, Council considered and approved \$872,500 towards the mechanical room upgrades at the Pool Fitness Centre.

Analysis

Two (2) submissions were received in response to the Request for Tenders prior to the closing date of March 29, 2018 at 2:00 p.m. The RFT was for the Mechanical Room Upgrades and boiler replacement at the Pool Fitness Centre in New Liskeard.

The tenders were reviewed and evaluated by Mitchell Jensen Architects on behalf of SNC Lavalin who has been hired by the City to oversee this project. Their review of the tenders did not reveal any irregularities.

Vendor	Lump Sum	HST*	Total
Tribury Construction	\$879,000.00	\$15,470.40	\$894,470.40

Venasse Building Group	\$980,000.00	\$17,248.00	\$997,248.00
------------------------	--------------	-------------	--------------

* 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

Council approved \$872,500 for the P/F Centre Upgrades in the 2018 Budget.

Council has already approved an upset limit of \$50,880 (inclusive of HST) to SNC Lavalin as the Engineer/Project Manager (Administrative Report PW-011-2018).

The cost for this component of the project, inclusive of HST, is \$894,470.

This results in the project being **over-budget** by \$72,850.

Staff is recommending that the Budget envelope be increased from \$872,500 to \$1 million. The additional \$55,000 will be used as a contingency since the work is scheduled to take place in August which is during the lame-duck period. The Treasurer has indicated that the increased budget allocation will not result in an increase to the levy due to other changes in the 2018 Budget.

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

MITCHELL JENSEN ARCHITECTS

124A MAIN ST. E.
NORTH BAY, ON P1B 1A8

(705) 474-3250
MITCHELLJENSEN.CA

March 30, 2018

File: 218004 / 3.0

Mr. Mitch Lafreniere
Company Manager of Physical Assets
Box 2050, 325 Farr Drive
Haileybury, Ontario
P0J 1K0

Dear Mitch,

Re: Tender Results
Pool Equipment, Heating Plant, Acoustic Panel Replacement & Repainting
Temiskaming Shores Pool and Fitness Centre

On March 29th, 2018, tenders for the above referenced project closed at the offices of SNC Lavalin Inc. with Tender Forms submitted by 2:00 p.m. Tenders were opened publicly shortly after closing with only Tribury in attendance. Two bids were received and the Base Bid prices (after factoring in amendments) are as follows.

Tribury Construction	\$ 879,000 plus HST
Venasse Building group	\$ 980,000 plus HST

Attached is a spreadsheet which records all entries from the submitted Tender Forms.

Tender Closing Issues

None. All original Tender Forms and one email amendment (Venasse) were submitted and received on time and in the prescribed format.

The Corporation of the City of Temiskaming Shores
By-law No. 2018-000
Being a by-law to authorize an Agreement with Tribury
Constructors Inc. for the Mechanical Upgrades at the New
Liskeard 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-021-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Tribury Constructors Inc. for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 plus applicable taxes for consideration at the April 17, 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 Tribury Constructors Inc. for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 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 17th 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

Tribury Constructors Inc.

for the Mechanical Upgrades at the Pool Fitness Centre

This agreement made in duplicate this 17th day of April, 2018.

Between:

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

and

Tribury Constructors 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. Tender No. PW-RFT-006-2018, and Addendums thereto; and
 - ii. Tribury Constructors Inc. submission in response to PW-RFT-006-2018.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work between **July 23, 2018 and August 3, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Eight Hundred and Seventy-Nine Thousand Dollars and Zero Cents (\$879,000.00) 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 IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

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

The Consultant:

Mitchel Jensen Architects

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.: Doug Walsh, CET

The Contractor:

Tribury Constructors Inc.

1549 Fairburn Avenue
Sudbury, Ontario
P3A 1N6

Attn.: John Nipius

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)

Contractor's Seal)
(if applicable))

Municipal Seal)

Tribury Constructors Inc.

President and COO – John Nipius

Senior Estimator – Jeffrey Malo

**Corporation of the City of
Temiskaming Shores**

Mayor - Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

Contractor's Name: Tribury Constructors Inc.

- .1 Pursuant to and in compliance with the Instructions to Bidders, and the Documents relating to the **City of Temiskaming Shores Tender #PWO-RFT-006-2018 - Pool Equipment & Heating Plant Replacement, Interior Repainting and New Acoustic Ceiling Panels - Temiskaming Shores Pool and Fitness Centre** as per documents issued by Mitchell Jensen Architects Inc. including the Addenda numbered and dated as follows:

1. Addendum No. 1 Dated March 19/18 3. Addendum No. 3 Dated March 26/18
2. Addendum No. 2 Dated March 22/18 4. Addendum No. 4 Dated March 27/18

The undersigned, having become thoroughly familiar with the Terms and Conditions of the Contract Documents, with local conditions affecting the performance, and the costs of the work at the place proposed, and having fully inspected the site, hereby proposes and agrees to fully perform the work in strict accordance with the Documents, including the furnishing of all labour, materials, equipment, permits, fees, duties, and all taxes, excluding the Harmonized sales Tax (HST), for the stipulated price as identified herein.

.2 **Base Price**

- .1 Eight-Hundred-Seventy-Nine-Thousand _____ dollars.
(\$ 879,000.00 _____), in lawful Canadian funds (Excluding HST).

In addition to the above price, the Harmonized Sales Tax (HST) will be charged at 13%.

- .3 The undersigned hereby accepts the terms of the Instructions to Bidders as related to the tender process and acknowledges that the Owner has the right to reject this Tender, but that this Tender shall remain open and irrevocable for a period of 60 days from the date of closing.
- .4 If notified in writing by the Owner, or a representative on behalf of the Owner, of the acceptance of this quotation, within 60 days of the tender closing date, the undersigned agrees to within 10 days thereafter:
- .1 Commence the Work in accordance with the requirements of Section 01011, and attain Substantial Performance of the Work described in the Documents, barring delays as prescribed in the Documents, within the duration prescribed by the Documents in Section 01011.
 - .2 Execute a "Canadian Standard Construction Document CCDC 2 (2008) Stipulated Price Contract", including amendments contained in the Specification.
 - .3 Provide a Performance Bond, and a Labour and Materials Payment Bond satisfactory to the Owner, as specified in the Contract Documents.
- .5 The undersigned declares that no person, firm or corporation other than the undersigned has any interest in this tender or in the proposed contract for which this tender is submitted.
- .6 The undersigned acknowledges that the Base Price includes the Cash Allowances specified in the Section 01021 Allowances.

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

7 Separate Prices

The following are prices for specific areas of work which, at the Owner's discretion, may be ADDED to the Work and the Base Bid Price in establishing the Contract Value. Separate Prices do not include the H.S.T.

.1 Add Water Level Controller

Reference Drawing PL3.0

Add new water level controller (supply and installation) as detailed on drawing PL3.0.

ADD \$ 5,000.00

8 Alternate Prices - Bidder Proposed

As per the Instructions to Bidders, the following prices are offered as additions or deletions to the Tender Price for the use of alternative methods or materials to those specified. These alternates are proposed by the Bidder, and shall only be incorporated into contract if expressly accepted by Owner.

Description	Add	or	Delete
N/A	\$ N/A		(\$ N/A)
N/A	\$ N/A		(\$ N/A)
N/A	\$ N/A		(\$ N/A)

9 Sub-Contractors

The following Sub-Contractors and Suppliers will be engaged by the undersigned to complete the work described in the Contract Documents. See Instructions To Bidders for details regarding this list, its use and implications.

SUBTRADE	NAME
9.1 Structural Steel	<u>Own Forces</u>
9.2 Painting	<u>International Painters</u>
9.3 Acoustic Panel Supply	<u>Acoustex</u>
9.4 Pool Equipment Installation	<u>Hollandia Gardens</u>
9.5 Mechanical - Prime Sub-Contractor, Division 15	<u>Metal Air</u>
9.6 Electrical - Prime. Sub-Contractor Division 16	<u>Campsall</u>

Tribury Constructors Inc.

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

Signed, sealed and submitted for and on behalf of:

Tribury Constructors Inc.

Company Name

1549 Fairburn Avenue
Sudbury, Ontario P3A 1N6

Address

John Nipius - President and COO

Name and Title



Signature

March 29, 2018

Date

Affix Corporate Seal

Jeffrey Malo - Senior Estimator

Witness Name and Title



Witness Signature



BID BOND

Bond No: 6349698-18-04

Bond Amount: 10% of tender

Tribury Constructors Inc. as Principal, hereinafter called the Principal, and Zurich Insurance Company Ltd a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto The Corporation of the City of Temiskaming Shores as Obligee, hereinafter called the Obligee, in the amount of Ten Percent of Tender Dollars (\$10% of tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated this 29th day of March 2018, for Complete the Interior Renovations of the Existing Pool and Fitness Centre in New Liskeard.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within sixty (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated March 15, 2018

SIGNED and SEALED

Tribury Constructors Inc.
Principal

in the presence of :

JOHN NIPIUS
Name of Signator for Principal

Signature

Zurich Insurance Company Ltd

Kim Grant
Kim Grant, Attorney-In-Fact



copyright 2002

Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)



SURETY'S CONSENT / AGREEMENT TO BOND

BOND NO: : 6349698-18-04

WHEREAS Tribury Constructors Inc. (Principal) has submitted a written tender to The Corporation of the City of Temiskaming Shores (Obligee) dated the 29th of March 2018 concerning: Complete the Interior Renovations of the Existing Pool and Fitness Centre in New Liskeard.

and the condition of this obligation being such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within sixty (60) days from the closing date as specified in the Obligee's bid documents, we, Zurich Insurance Company Ltd, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond for **Fifty Percent (50%)** of the contract price.
2. a labour and material payment bond for **Fifty Percent (50%)** of the contract price.

This consent shall be null and void unless an application for the said bond(s) is made within **thirty (30)** days following the award of the contract.

Signed and Sealed 15 March 2018

Zurich Insurance Company Ltd



Kim Grant, Attorney-In-Fact

March 15, 2018

The Corporation of the City of Temiskaming Shores

To Whom It May Concern:

Re: Tribury Constructors Inc.
Description: Tender #PWO-RFT-006-2018 Pool Equipment & heating Plant Replacement, Interior Repainting and New Acoustic Ceiling Panels – Temiskaming Shores Pool and Fitness Centre, 77 Wellington Street, New Liskeard, ON

PBL Insurance Limited is the insurance broker for Tribury Constructors Inc. with Intact Insurance. We consider their operations to be well managed and their technical abilities to be excellent. We frequently arrange placement of insurance for large and complex projects on their behalf.

This will confirm that the following insurance is in effect expiring May 1, 2018 in respect to the above named organization.

Commercial General Liability	\$2,000,000 Each occurrence, subject to \$2,000,000 Products/Completed Operations Aggregate
Non-Owned Automobile Liability	\$2,000,000 Inclusive Limit Bodily Injury and Property Damage Combined
Owned Automobile Liability	\$2,000,000 Inclusive Limit Bodily Injury and Property Damage Combined
Umbrella Liability	\$8,000,000 Each Occurrence / Aggregate excess CGL and Automobile Third Party Liability

This letter will also serve to confirm that in the event Tribury Constructors Inc., is the successful tenderer, PBL Insurance Limited can place coverages required under a CCDC Contract, on their behalf.

Yours truly,
PBL Insurance Limited



for:
Guy Jolicoeur
Executive Vice President,
Risk Management Consultant

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
TRIBURY CONSTRUCTORS INC.	1549 FAIRBURN AVE, SUDBURY, ON, P3A1N6, CA	4021-099: Industrial, Commercial, and Institutional Construction	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E200000DXDRT	15-Mar-2018 to 19- May-2018

Subject: Equipment Rental from Demora
Roadside Ditching

Report No.: PW-022-2018
Agenda Date: April 18, 2018

Attachments

Appendix 01: Tender Opening Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-022-2018;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council acknowledges the award of the Equipment Rental – Excavator for Roadside Ditching contract to *Demora Construction Services Inc.* at the rate of \$120.00 per hour plus applicable taxes in the designated area; and
3. That Council directs staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the April 17, 2018 Regular Council meeting.

Background

On occasion the City of Temiskaming Shores procures the services of qualified owner / operators for the supply and operation of a rubber tired hydraulic excavator complete with operator and ditching bucket / twist wrist connection for roadside ditching operations at various locations within the City of Temiskaming Shores.

The work involves the cleaning and contouring of roadside drainage ditches by means of ditching bucket and twist wrist capability in order to facilitate runoff and positive drainage. At the direction of the Transportation Superintendent or his designate, the equipment cleans ditches at various locations within the area(s) determined by the City and within the limits of the City of Temiskaming.

The work locations are directed by the Transportation Superintendent or his designate, and as outlined in PWO-RFT-003-2018, with an estimated 200 hours of work being required. The Contractor will perform approximately 160 hours of work in the former Township of Dymond and 40 hours in various other locations within the City.

The Tender documents were prepared and Tender PWO-RFT-003-2018 was distributed to previous and known potential bidders for the supply of a rubber tired hydraulic excavator complete with operator and ditching bucket / twist wrist connection to meet

the needs of the Department. Closing date was set at 2:00 p.m. on Tuesday April 10th, 2018.

Analysis

Two (2) responses to the tender request were received by the closing date.

Bidder / Contractor	Equipment Rate		Estimated Net Cost
	Excavator/hr	Subtotal (200Hrs)	
Demora	\$120.00	\$24,000.00	\$24,422.40
Pedersen	\$130.00	\$26,000.00	\$26,457.60

Demora Construction Services Inc. has provided services and rental equipment to the City of Temiskaming Shores on several occasions and has demonstrated the ability to successfully complete work as intended.

The tenders were analysed for errors and/or omissions. All information required in the tender documents was provided by each contractor. The process for obtaining competitive pricing was in keeping with the City’s Procurement Policy (By-Law No. 2017-015, as enacted on Feb 21st, 2017).

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders
- 2018 Public Works Dept. Operations Budget

Asset Management Plan Reference

Not Applicable

Consultation / Communication

- 2018 Budget Deliberations
- Public Tender opening – April 10th, 2018
- Admin Report PW-022-2018, presented to Council – April 17, 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

Costs associated with this work in comparable to those obtained for similar work in previous years and 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”

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFT-003-2018 Excavator Rental – Summer Ditching**

Closing Date: **Tuesday, April 10, 2018**

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

Department: **Public Works**

Opening Time: 2:08 pm

Submission Pricing

Bidder: PEDERSEN CONSTRUCTION

Excavator (200 hrs):	\$ <u>130.⁰⁰</u> / hr
Sub-Total:	<u>26,000.⁰⁰</u>
HST:	<u>3,380.⁰⁰</u>
Total:	<u>29,380.⁰⁰</u>

Bidder:

Excavator (200 hrs):	\$ _____ / hr
Sub-Total:	
HST:	
Total:	

Bidder: DEMORA CONSTRUCTION

Excavator (200 hrs):	\$ <u>120.⁰⁰</u> / hr
Sub-Total:	<u>24,000.⁰⁰</u>
HST:	<u>3,120.⁰⁰</u>
Total:	<u>27,120.⁰⁰</u>

Bidder:

Excavator (200 hrs):	\$ _____ / hr
Sub-Total:	
HST:	
Total:	

Bidder:

Excavator (200 hrs):	\$ _____ / hr
Sub-Total:	
HST:	
Total:	

Bidder:

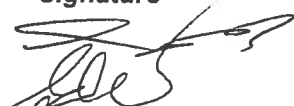



Excavator (200 hrs):	\$ _____ / hr
Sub-Total:	
HST:	
Total:	

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

Attendees:

Print Name
Matt McLaren
Dave Walsby
DAVE TREEN
LINDA MCKNIGHT

Representing
Demora
Co/TS
Co/TS
Co/TS

Signature





The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into an agreement with Demora Construction Services Inc. for the rental of a rubber tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist connection within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-022-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist Connection at a rate of \$120/hr for consideration at the April 17, 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 an agreement with Demora Construction Services Inc. for the Rental of a Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket/Twist Wrist Connection at a rate of \$120.00 per hour plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th 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

Demora Construction Services Inc.

for the Rental of a Rubber Tired Hydraulic Excavator
complete with Operator and Ditching Bucket / Twist Wrist
Connection

This agreement made in duplicate this 17th day of April, 2018.

Between:

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

and

Demora Construction Services Inc.
(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Equipment Rental – Rubber Tired Hydraulic Excavator complete with Operator
and Ditching Bucket / Twist Wrist Connection
Tender No. PWO-RFT-003-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director, all the work by **September 31st, 2018.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty Dollars and Zero Cents (\$120.00) per hour plus applicable taxes** for the Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist Connection subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or

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

The Contractor:

Demora Construction Services Inc.
996464 Highway 11 North
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Demora Construction Services Inc.

President – Andy Desmarais

Witness – Matt McLaren

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement



**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Form of Tender

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

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

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

Item	Description	Approximate Hours	Hourly Rate Quoted	Total Contract Price
1	Rubber Tired Hydraulic Excavator, complete with Operator	200	\$120. ⁰⁰ Per hour	\$24,000. ⁰⁰
			H.S.T.	\$3,120. ⁰⁰
			TOTAL	\$27,120. ⁰⁰

Make	Model	Manufacturing Date	Minimum Operating Weight
John Deere	595D	1997	16,500 kg

All hourly rates offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this tender.

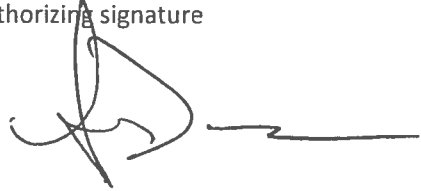
Page 1 of 7 to be submitted

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

I / We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this tender.

I/We Demora Construction Services offer to supply the requirements stated within at the cost of \$ 24,000.00 plus \$ 3,120.00 H.S.T.

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

Company Name <u>Demora Construction Services</u>	Contact name (please print) <u>Andy Desmarais</u>
Mailing Address <u>999 464 Hwy 11 New Liskeard, ont</u>	Title <u>President</u>
Postal Code <u>705 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 3800</u>	Fax <u>705 647 3834</u>
Cell Phone if possible <u>705 648 5328</u>	Email <u>Andy.desmarais@demora.ca</u>

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Non Collusion Affidavit

I/We Demora Construction Services the under signed, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

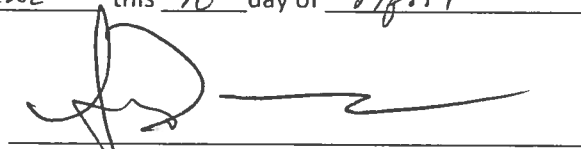
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 10 day of April, 2018

Signed



Company Name

Demora Construction Services

Title

President

Page 3 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

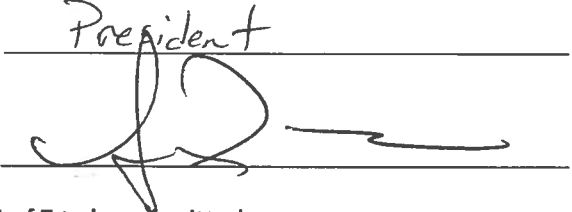
In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 10 day of April, 2018.

Firm Name Demara Construction Services

Bidder's Authorization Official Andy Desmarais

Title President

Signature 

Page 4 of 7 to be submitted



**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "A" – List of Proposed Sub-Contractors (if applicable)

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

Name	Address	WSIB Certificate Number (copy attached)

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

Signed by Company Official

Andy Desmarais

Printed

Signed

Page 5 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "B" List of Proposed Qualified Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	License Classification in good standing	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time
Malcolm Dudgeon		30 years	Full Time
Greg work		12 years	Full Time Seasonal

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

Signed by Company Official

Andy Desmarais

Printed



Signed

This is Page 6 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "C"- 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: Andy Desmarais Company Name: Demara Construction Services
Address: 999 464 Hwy 11 New Liskeard Phone #: (705) 647 3800

I, Andy Desmarais, 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, the City has provided a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service, www.gov.on.ca/mcss/serve-ability/splash.html.

Date: April 10/18

This is Page 7 of 7 to be submitted

Subject: Tender Award – 2018 Asphalt Patching
to Miller Paving Ltd.

Report No.: PW-023-2018
Agenda Date: April 17, 2018

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-023-2018;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6.0 Approval Authority, Council approves the award of the 2018 Asphalt Patching contract to *Miller Paving Limited* at the unit price of \$48.85 per square metre for 50 mm thickness and \$87.90 per square metre for 90 mm thickness plus applicable taxes; and
3. That Council directs staff to prepare the necessary by-law and agreement for the said contract for Council's consideration at the April 17, 2018 Regular Council meeting.

Background

Each year the City of Temiskaming Shores procures the services of qualified contractors for the provision of asphalt patching services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all materials as per specifications, labour and equipment for the successful installation of asphalt patches located at various locations within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in the asphalt repair process and shall have the ability to administrate the project as well as operate all equipment.

The Request for Tender documents were prepared and PWO-RFT-004-2018 was distributed to previous and known potential bidders with closing date at 2:00 p.m. on Tuesday April 10th, 2018.

Analysis

Three (3) responses to the tender request were received by the closing date.

Bidder	Unit Cost 50 mm Thickness	Unit Cost 90 mm Thickness
Miller Paving Limited	\$48.85	\$87.90
Loach Asphalt Ltd.	\$52.00	\$93.00
Demora Construction	\$52.00	\$92.00

Miller Paving Limited, Loach Asphalt and Demora Construction have all successfully completed similar projects in Temiskaming Shores and have demonstrated the ability to successfully complete this work as intended. Between 2014 & 2017 Miller Paving were the successful Contractor, however, sub-contracted the work to both Loach Asphalt and Demora Construction due to work load and scheduling conflicts.

The tenders were analysed for errors and/or omissions and each tender was found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-law 2017-015).

Relevant Policy / Legislation/City By-Law

- 2018 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- 2018 Budget Deliberations
- Public Tender opening – April 10th, 2018
- Administrative Report PW-023-2017, dated April 17th, 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 2018 Budget includes allocated funds within the Environmental and Transportation Operating Budgets to address asphalt repairs due to water and sewer ruptures as well as surface failures and will be distributed as applicable.

Given that the Department is still encountering sewer, water and roadway issues that will affect the final total of surface repairs required, a surface area estimate of 3,000 sq. m for 50 mm thickness and 1,750 sq. m for 90 mm thickness was used for tendering

purposes. It is recommended that the award of this work be based on unit costs and that the work will be charged to the appropriate accounts within the operations budget.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFT-004-2018 Asphalt Patching Services**

Closing Date: **Tuesday, April 10, 2018**

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

Department: **Public Works**

Opening Time: 2:00 pm.

Submission Pricing

Bidder: MILLER PAVING

50 mm (3,000 m ²):	146,550.00
90 mm (1,750 m ²):	153,825.00
Sub-Total:	300,375.00
HST:	39,048.75
Total:	339,423.75

Bidder:

50 mm (3,000 m ²):	
90 mm (1,750 m ²):	
Sub-Total:	
HST:	
Total:	

Bidder: LOACH ASPHALT

50 mm (3,000 m ²):	156,000.00
90 mm (1,750 m ²):	162,750.00
Sub-Total:	318,750.00
HST:	41,437.50
Total:	360,187.50

Bidder:

50 mm (3,000 m ²):	
90 mm (1,750 m ²):	
Sub-Total:	
HST:	
Total:	

Bidder: DEMORA CONSTRUCTION

50 mm (3,000 m ²):	156,000.00
90 mm (1,750 m ²):	161,000.00
Sub-Total:	317,000.00
HST:	41,210.00
Total:	358,210.00

Bidder:

50 mm (3,000 m ²):	
90 mm (1,750 m ²):	
Sub-Total:	
HST:	
Total:	

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

Attendees:

Print Name
Ashley Roy
Matt McLean
Dany Wacziarg
Dave Treen
Mick McLaughlin

Representing
Miller Paving
Demora
Cofts
Cofts

Signature
ARoy
[Signature]
[Signature]
[Signature]

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations within the City of Temiskaming Shores

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to 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-023-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services for consideration at the April 17, 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 an agreement with Miller Paving Limited for the supply of labour, equipment and material for Asphalt Patching Services at various locations in the City of Temiskaming Shores, the unit price of \$48.85 per square metre for 50 mm thickness and \$87.90 per square metre for 90 mm thickness plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th 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

Miller Paving Limited

for the Supply of Asphalt Patching Services

This agreement made in duplicate this 17th day of April 2018.

Between:

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

and

Miller Paving Limited
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply and Application of Asphalt Patching Services
Tender No. PWO-RFT-004-2018**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid at the unit price of \$48.85 per square metre for 50 mm thickness and \$87.90 per square metre for 90 mm thickness plus applicable taxes subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

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

The Contractor:

Miller Paving Limited
P.O. Box 2408
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement



Form of Tender

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

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions. The Contractor understands and accepts the said work must be completed in strict accordance with Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description	Estimated Quantity for Bidding Purposes	Quoted price per square meter (m2)	Total Price
1	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 50 mm thickness only.	Approx. 3,000 m ² - various locations	\$48.85	\$146,550.00
2	Preparation of base, supply and placement of Hot Mix Asphalt materials as described within. The City shall pay for depths of 90 mm thickness only.	Approximately 1,750 m ² - various locations	\$87.90	\$153,825.00
SUB-TOTAL:				\$300,375.00
HST:				\$39,048.75
TOTAL				\$339,423.75



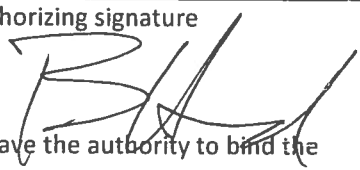
I/We Miller Paving Limited offer to supply the requirements stated within.

the corresponding total cost of \$ 339,423.75 Tax included.

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

I/We will deliver the required services / equipment within 4 weeks from receiving a signed order. (Weather permitting)

The specifications have been read over and agreed to this 10th day of April 2018

Company Name Miller Paving Limited	Contact name (please print) Dan McDonald
Mailing Address Box 248 New Liskeard, ON	Title Estimator
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-4331	Fax 705-647-3611
Cell Phone if possible 705-676-6797	Email dan.mcdonald@millergroup.ca

Page 2 of 6 to be submitted



City of Temiskaming Shores

**PWO-RFT-004-2018
Asphalt Patching Services**

Non Collusion Affidavit

I/ We **Britt Herd of Miller Paving Limited** the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at **New Liskeard** this **10th** day of **April**, 2018

Signed



Company Name

Miller Paving Limited

Title

Manager, Estimating - Northern Group



**City of Temiskaming Shores
PWO-RFT-004-2018
Asphalt Patching Services**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 10th day of April, 2018.

Firm Name Miller Paving Limited

Bidder's Authorization Official Britt Herd

Title Manager, Estimating - Northern Group

Signature 

Page 4 of 6 to be submitted



**City of Temiskaming Shores
PWO-RFT-004-2018
Asphalt Patching Services**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)

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

Signed by Company Official

Britt Herd

Printed

Signed

Page 5 of 6 to be submitted

Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name **Britt Herd** Company Name **Miller Paving Limited**

Phone Number **705-647-4331** Address **704024 Rockley Rd New Lisheard**

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

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

Date: **April 10, 2018**

Subject: Tender Award – Concrete Sidewalk
& Curb Repairs

Report No.: PW-024-2018
Agenda Date: April 17, 2018

Attachments

Appendix 01: Tender Results

Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-024-2018;
2. That as outlined in By-law No. 2017-015, Procurement Policy, Section 6, Approval Authority, Council approves the award of the 2018 Concrete Sidewalk and Curb Repair contract to *Pedersen Construction (2013) Inc.* at unit costs of \$165.00 per square metre of sidewalk and \$165.00 per linear metre of concrete curb and gutter plus applicable taxes; and
3. That Council directs Staff to prepare the necessary by-law and agreement for the said contract for consideration at the April 17, 2018 Regular Council meeting.

Background

Each year the City of Temiskaming Shores is required to repair a varying amount of concrete sidewalk and curb and gutter damaged during winter excavations for sewer and water repairs. Due to a significant workload in 2018 the Public Works Dept. City has again opted to procure the services of experienced and qualified contractors for the provision of sidewalk and curb repair services at various locations within the City of Temiskaming Shores.

The work consists generally of the supply of all labour, equipment and as per specifications, for the successful repair of concrete sidewalk and curb & gutter various locations within the City boundaries as directed by the Superintendent of Transportation or designate. It is understood that the Contractor shall have sufficient knowledge and expertise in concrete placement and the repair process and shall have the ability to administrate the project as well as operate all equipment.

The Request for Tender document was prepared and PWO-RFT-005-2018 was distributed to local known potential bidders and was posted on the City's web site. The closing date was 2:00 p.m. on Tuesday April 10th, 2018.

Analysis

Two (2) responses to the tender request were received by the closing date.

Bidder	Unit Price per Sq. Metre	Unit Price per Linear Metre
Pedersen Const.	\$160.00	\$160.00
Demora Const.	\$185.00	\$185.00

Pedersen Construction has successfully completed similar projects in Temiskaming Shores and has demonstrated the ability to successfully complete work as intended. Demora Construction is relatively new in the area, however, do have experienced concrete finishers at their disposal.

The tenders were analysed for errors and/or omissions and both were found to be correct and complete. The process for obtaining competitive pricing was in keeping with the City's Procurement Policy (By-Law 2017-015).

Relevant Policy / Legislation/City By-Law

- 2018 Public Works Operations Budget
- By-Law No. 2017-015, Procurement Policy, Section 10.3 Request for Tenders

Asset Management Plan Reference

N/A

Consultation / Communication

- 2018 Budget Deliberations
- Public Tender opening – April 10th, 2018
- Administrative Report PW-024-2018, dated April 17th, 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 monies required for the repair work will be drawn from the Environmental Operation Budget as per past practise (water and sewer repairs) or the Roadways Budget as required.

Given that the Department is still encountering sewer, water and roadway issues that will affect the final total of repairs required, a surface area estimate of 450 sq. m for sidewalk and 120 linear metres for curb replacement was used for tendering purposes.

It is recommended that the award of this work be based on unit costs and that the work will be charged to the appropriate accounts within the operations budget.

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

Alternatives

Due to workload, completing the work internally was not considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

Document Title: **PW-RFT-005-2018 Sidewalk and Curb Repairs**

Closing Date: **Tuesday, April 10, 2018**

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

Department: **Public Works**

Opening Time: 2:05 p.m.

Submission Pricing

Bidder: PEDERSEN CONSTRUCTION

Sidewalks (450 m ²):	74,250. ⁰⁰
Curbs (120 m):	19,800. ⁰⁰
Sub-Total:	94,050. ⁰⁰
HST:	12,226.50
Total:	106,276.50

Bidder:

Sidewalks (450 m ²):	
Curbs (120 m):	
Sub-Total:	
HST:	
Total:	

Bidder: DEMORA CONSTRUCTION

Sidewalks (450 m ²):	83,250. ⁰⁰
Curbs (120 m):	22,200. ⁰⁰
Sub-Total:	105,450. ⁰⁰
HST:	13,708.50
Total:	119,158.50

Bidder:

Sidewalks (450 m ²):	
Curbs (120 m):	
Sub-Total:	
HST:	
Total:	

Bidder:

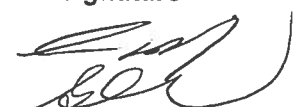


Sidewalks (450 m ²):	
Curbs (120 m):	
Sub-Total:	
HST:	
Total:	

Bidder:

Sidewalks (450 m ²):	
Curbs (120 m):	
Sub-Total:	
HST:	
Total:	

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

Attendees:

<u>Print Name</u>	<u>Representing</u>	<u>Signature</u>
Mutt McLane	Demora	
Donna Waser	Co of TS	
DAVE TREER	Co of TS	
LINDA MCKNIGHT	Co of TS	

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-024-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the April 17, 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 an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th 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

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 17th day of April 2018.

Between:

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

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-005-2018**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

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

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

The Contractor:

Pedersen Construction (20130 Inc.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Remainder of Page left blank Intentionally

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

Signed and Sealed in)
the presence of)

Pedersen Construction (2013) Inc.

Contractor's Seal)
(if applicable))

President – Karl Pedersen

Municipal Seal)

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement



Form of Tender

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

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description		Quoted price per m2	Total
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010)	Approx. 450 square meters(m2) - sidewalk at various locations	\$165.00 / m2	\$74,250.00
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010)	Approx. 120 metres - curb at various locations	\$165.00 /m	\$19,800.00
			SUB TOTAL	\$94,050.00
			H.S.T.	\$12,226.50
			TOTAL	\$106,276.50

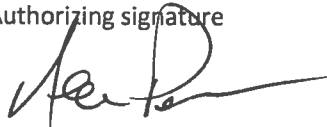
Page 1 of 6 to be submitted



I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within for the total contract price of \$ 94,050.00 + H.S.T.

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

The specifications have been read over and agreed to this 6th day of April 2018.

<p>Company Name</p> <p>Pedersen Construction (2013) Inc.</p>	<p>Contact name (please print)</p> <p>Alec Pedersen</p>
<p>Mailing Address</p> <p>P.O. Box 2409 New Liskeard, Ontario</p>	<p>Title</p> <p>Secretary-Treasurer</p>
<p>Postal Code</p> <p>P0J 1P0</p>	<p>Authorizing signature</p>  <p>"I have the authority to bind the company/corporation/partnership."</p>
<p>Telephone</p> <p>705-647-6223</p>	<p>Fax</p> <p>705-647-8851</p>
<p>Cell Phone if possible</p> <p>705-647-2707</p>	<p>Email</p> <p>apedersen@pedersenconstruction.ca</p>



**City of Temiskaming Shores
PWO-RFT-008-2017
Sidewalk and curb construction**

Non Collusion Affidavit

I/ We Alec Pedersen the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.


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

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 6th day of April, 2018.

Signed 
Company Name Pedersen Construction (2013) Inc
Title Secretary-Treasurer



City of Temiskaming Shores

**Sidewalk and Curb Repairs
PWO-RFT-005-2018**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

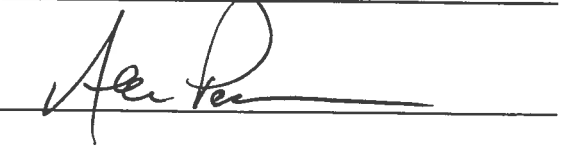
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 6th day of April, 2018.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary-Treasurer

Signature 



**City of Temiskaming Shores
Sidewalk and Curb Repairs
PWO-RFT-005-2018**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

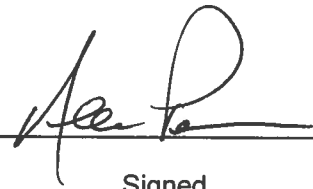
A list of Sub-Contractors that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Name	Address	WSIB Certificate Number (copy attached)
Not Applicable		

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

Signed by Company Official

Alec Pedersen



April 6, 2018

Printed

Signed

Date

Page 5 of 6 to be submitted



Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Pedersen Construction (2013) Inc. Company Name

Phone Number 705-647-6223

Address P.O. Box 2409, New Liskeard, Ontario P0J1P0

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

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

Date: April 6th, 2018

Page 6 of 6 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2018-065

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 Council considered Administrative Report CS-008-2018 at the April 3, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and amendment to enter into a Lease Agreement with Connelly Communications Corporation (CJTT Radio) for the rental of space at Riverside Place (55 Riverside Drive) for consideration at the April 17, 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 Connelly Communications Corporation (CJTT Radio) for office space at Riverside Place, attached hereto as Schedule "A" and forming part of this by-law.
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 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Lease made in duplicate this 17th 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 01, 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 01.
- 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 **1st day of April, 2018** and ending the **31st day of March, 2028**.
- 1.4 Rent: Rental for 3,350 square feet of space to be rented shall be as follows:
 - 2018** **\$12.85 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2018.
 - 2019** **\$13.05 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2019.
 - 2020** **\$13.25 per square foot per year**, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2020.
 - 2021** **\$13.45 per square foot per year**, plus applicable taxes, payable in

advance on the 1st day of each month, the first of such installments to be paid on or before the 1st day of April, 2021.

2022 \$13.65 per square foot per year, plus applicable taxes, payable in advance on the 1st day of each month, the first of such installments to be paid on or before the 1st 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 31st, 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, lightening 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, lightening 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 by 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 (4th) 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: _____

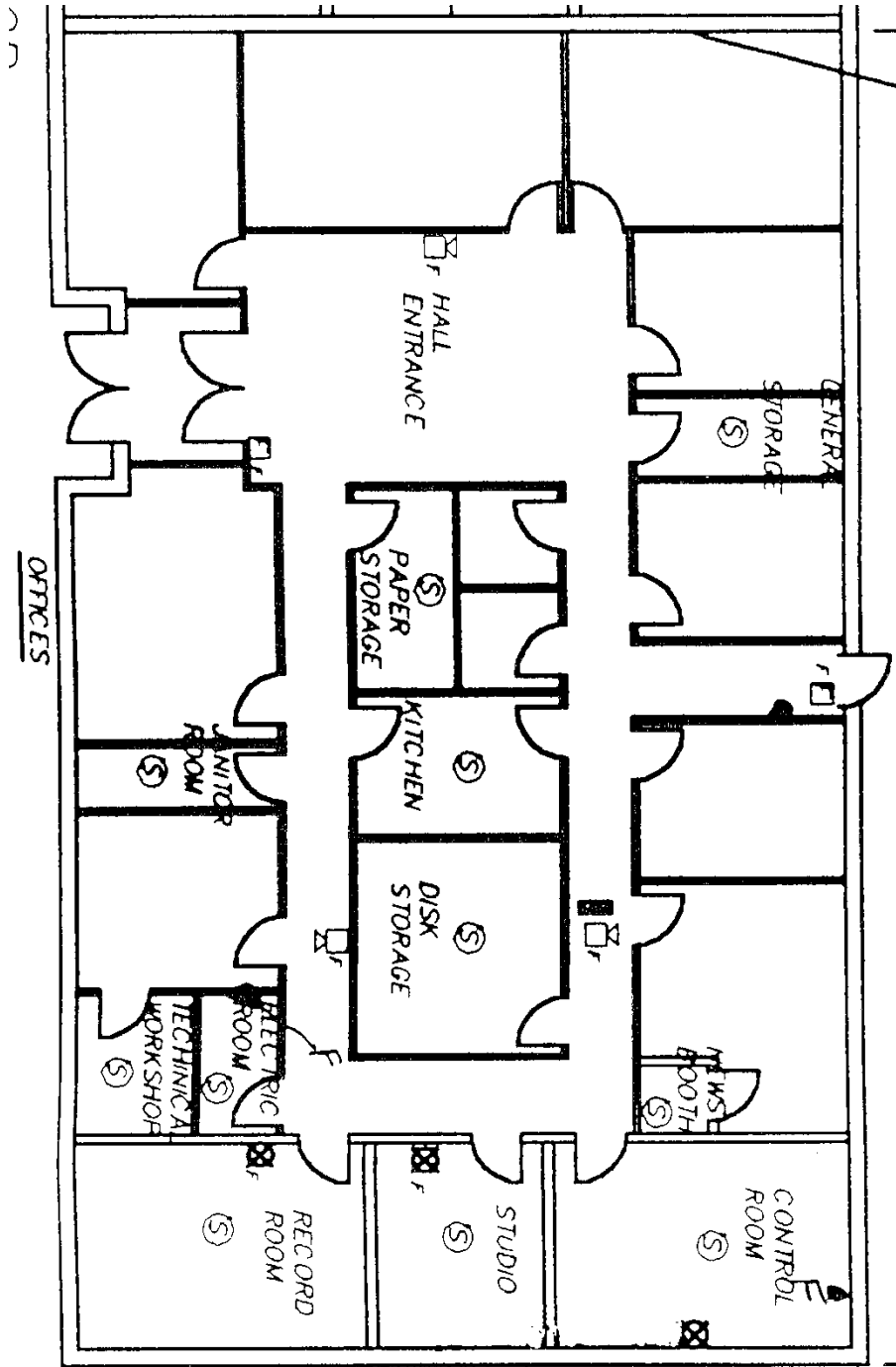
**Corporation of the City of
Temiskaming Shores**

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**

The Corporation of the City of Temiskaming Shores
By-law No. 2018-066
Being a by-law with respect to water and sewer service rates

Whereas in accordance to Section 391(1) a municipality and a local board may pass by-laws imposing fees or charges on any class of persons,

(a) for services or activities provided or done by or on behalf of it;

And whereas in accordance to Section 398 (2) of the Municipal Act, S.O. 2001, c.25, as amended, the treasurer of a local municipality may, and upon request of a local board whose area of jurisdiction includes any part of the municipality shall, add fees and charges imposed by the municipality, or local board, respectively, under this Part to the tax roll for the following property in the local municipality and collect them in the same manner as municipal taxes:

1. In the case of fees and charges for the supply of a public utility, the property to which the public utility was supplied.

Now therefore the Council of The Corporation of the City of Temiskaming Shores deems it expedients to enact the following:

1. That the rates and charges with respect to water and sewer services are hereby set as per Schedules "A" and "B" hereto attached and forming part of this by-law.
2. That the provisions of this By-law shall come into force and take effect January 1, 2018.
3. That by-law 2017-051 with respect to rates and charges for water and sewer services is hereby repealed.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"
2018 Schedule of Water & Sewer Rates

Roll Numbers 010-000-00000-0000 to 010-999-99999-9999 (New Liskeard)
and 030-000-00000-0000 to 030-999-99999-9999 (Haileybury)

<u>Domestic Water and Sewage Users</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$455.63	\$387.29	\$842.92
Pool	\$48.99	\$41.65	\$90.64
<i>Note: non-metered water users zoned Commercial and Industrial in the City of Temiskaming Shores (formerly Haileybury/North Cobalt/New Liskeard) shall be charged a water and sewage rate at the same rate as applied to residential or domestic users above with the exceptions as noted below and in Schedule "B".</i>			
<u>Business Operated out of Residential Units</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$227.82	\$193.64	\$421.46
<u>Restaurants/licensed facilities</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$908.89	\$772.55	\$1,681.44
<u>Hotels / Motels (each self Contained Unit)</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$356.45	\$302.98	\$659.43
<u>Car Dealers</u>			
	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$908.89	\$772.55	\$1,681.44
<u>Rooming Houses:</u>			
<u>Basic Residential</u>	<u>Water only/unit</u>	<u>Sewer only/unit</u>	<u>Combined/unit</u>
Annual	\$455.63	\$387.29	\$842.92
<u>Each Add'l Room</u>			
Annual	\$85.13	\$72.36	\$157.50
<u>Schools (per student/staff)</u>	<u>Water only</u>	<u>Sewer only</u>	<u>Combined</u>
Annual	\$12.43	\$10.56	\$22.99

Sewage Service Rates

Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.

Metered Water Rates

Rates and Charges (Residential)

First 925,000 gallons	\$4.74/1000 gallons
All additional gallons	\$3.09/1000 gallons
Minimum Bill	\$455.63

Residential Rate (Multi Residential Dwelling)

First 925,000 gallons	\$4.74/1000 gallons
All additional gallons	\$3.09/1000 gallons
Minimum Bill	\$455.63 x half the number of residential units

Commercial, Institutional, & Industrial

First 925,000 gallons	\$3.56/ 1000 gallons
All additional gallons	\$3.09/1000 gallons
Minimum Bill	\$455.63

Combination of Residential and Commercial, Institutional & Industrial

First 925,000 gallons	\$4.74/1000 gallons
All additional gallons	\$3.09/1000 gallons
Minimum Bill	\$455.63 x half the number of units
Minimum Bill for Motels	\$455.63 x 35% of the number of units

Vacancy Rates/ Water Service Off

Units unoccupied for a period of at least three (3) consecutive calendar months with water service maintained ¹ are eligible for the vacancy rate (30% of monthly water & sewer rates). The vacancy rate will take affect in the 4th month of the vacancy period.

30%/unit/month

Units unoccupied with water service turned off by Physical Services staff ¹ (50% of sewer charge)

50%/unit
sewage maintenance fee

¹Resumption of occupancy and service following vacancy shall incur normal charges for the full month during which occupancy is resumed.

--

Water Meter Rentals

Meter Size	
5/8"	\$60.00
3/4"	\$60.00
1"	\$60.00
1 1/2"	\$96.00
2"	\$96.00
3"	\$216.00
4"	\$216.00
 <u>Service Turn off or Reconnection</u>	
-during regular hours	\$30.00
-after regular hours	\$50.00

Schedule "B"
2018 Schedule of Water and Sewage Rates

Roll Number 020-000-00000-0000 to 020-999-99999-9999 (Dymond)

<u>Water Rates</u>	
<u>Residential</u>	
Annual Fee	\$455.63/unit
Pool	\$48.99/unit
<u>Commercial Users</u>	
Small	\$455.63/unit
Medium	\$758.73/unit
Large	\$1,213.90/unit
Commercial Retail Outlet	\$86.07/employee
<u>Motels & Restaurants</u>	
Motels	\$115.39/unit
Motel Swimming Pool	\$9.62/unit
Health Club Swim Pool	\$19.46/member
Restaurant Dining Room	\$41.95/seat
Restaurant Tavern	\$23.97/seat
<u>Institution</u>	
Schools	\$12.43/student
<u>Meter Rates</u>	
Commercial, Institutional, & Industrial	
First 925,000 gallons	\$3.56/ 1000 gallons
All additional gallons	\$3.09/1000 gallons
Minimum Bill	\$455.63
<u>Sewage Service Rates</u>	
Sewage service rates shall be charged at a rate of eighty-five percent (85%) of the total water rate charges.	

The Corporation of the City of Temiskaming Shores

By-law No. 2018-067

Being a by-law to amend By-law No. 2014-194 being a by-law to authorize the entering into an Agreement with the Ministry of Northern Development and Mines for the operation of Enterprise Temiskaming Small Business Enterprise 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 adopted By-law No. 2014-194 being a by-law to enter into an agreement with the Ministry of Northern Development and Mines for the operation of Enterprise Temiskaming Small Business Enterprise Centre;

And whereas Council considered Administrative Report CGP-010-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-194 for consideration at the April 17, 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. 2014-194, 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 17th 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 Northern Development and Mines**

(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 the Temiskaming Shores have entered into an agreement dated April 1, 2014 in respect of the operating of the Enterprise Temiskaming Centre by Temiskaming Shores and accomplishing certain goals for the Centre as further outlined in the funding agreement (such agreement, as amended from time to time including by Amending Agreement No. 1 dated April 1, 2017, the “**Funding Agreement**”);

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 as further described in the Funding Agreement and each agrees that the obligations of the Recipient under the Funding 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 34.2, the parties to this amending agreement wish to amend the Funding 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 Funding Agreement.
2. The Funding 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 30, 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 Northern
Development and Mines

Ontario Government Bldg Suite
332, 435 James St S, Thunder
Bay, ON P7E 6S7

Attention: Jamie Taylor
Title: Area Team Manager,
Thunder Bay and Area
Tel.: 807-475-1725
Email:
jamie.taylor@ontario.ca

To the Recipient:

The Corporation Of The City Of Temiskaming Shores
325 Farr Drive
Haileybury, 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 30 is hereby amended by adding section 30.2 as follows:

30.2 **Joint and Several Obligations.** Without limiting section 30.1, each of Temiskaming Shores and 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 Funding 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 Funding Agreement constitute the entire agreement between the Parties.

[Remainder of page left intentionally 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 Northern Development and Mines

Name: _____ Date _____
Title: _____

Authorized Signing Officer

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

By: _____
Name: Carman Kidd Date _____
Title: Mayor

By: _____
Name: David Treen Date _____
Title: Municipal Clerk

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 Date _____
Title: Executive Director

By: _____
Name: Dan Cleroux Date _____
Title: Board Chair

We have authority to bind the Recipient.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-068

Being a by-law to amend By-law No. 2016-121 being a by-law to authorize the Execution of a Site Plan Control Agreement with Pronor Developments (T-Shores) Limited for the portion of 240 Shepherdson Road described as Part 1 on Plan 54R-5840 (Roll No. 54-18-020-001-026.03)

Whereas Section 41 of the Planning Act, R.S.O. 1990 c.P.13, as amended, enables the Municipality to establish a Site Plan Control Area;

And whereas the Council of the Corporation of the City of Temiskaming Shores passed By-law No. 2014-133 designating certain areas within the Township of Dymond as Site Plan Control Areas;

And whereas Council adopted By-law No. 2016-212 (July 5, 2016) to enter into a Site Plan Control Agreement with Pronor Developments for the medical centre located at 240 Shepherdson Road;

And whereas Council considered Administrative Report CGP-011-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-121 for consideration at the April 17, 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 By-law No. 2016-121, as amended be further amended by Schedule "A", a copy of which is hereby attached and forming part of this by-law;
2. That a Notice of Agreement be registered at the Land Titles Office in Haileybury to register the amendment being Schedule "A" to this by-law;
3. That this by-law takes effect on the day of its final passing; and
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

This Amending Development Agreement entered into on the 17th day of April, 2018.

Between:

Pronor Development (T-Shores) Limited
(the "Owner")

And:

The Corporation of the City of Temiskaming Shores
(the "City")

Recitals:

- a) The Owner is the registered and beneficial owner of 240 Shepherdson Road, Dymond Concession 1, Part of Lot 6 being Part 1 on Plan 54R-5840; Temiskaming Shores; District of Timiskaming as described on Schedule A to this Amending Agreement (the "Lands.");
- b) The Owner and the City entered into a site plan and development agreement dated July 5, 2016 to permit commercial development on part of the Lands pursuant to City By-law No. 2016-121 (the "Original Site Plan Agreement");
- c) The City has identified works completed by the Owner including the finished grade of the Lands that do not comply with the Original Site Plan Agreement;
- d) More specifically the as-constructed grade on the Lands is lower than the grade set out in the original approved site plan (referred to herein as the "Lower Grade");
- e) The City and the Owner are now prepared to enter into this amending site plan agreement to address the non-compliance with the original site plan approval;

Now therefore this Agreement Witnesseth that in consideration of the premises and the mutual covenants and agreements herein contained, and in consideration of the payment of \$10.00 (Ten Dollars) now paid by each party to the other, the City and Pronor covenant and agree as follows:

1. The Original Site Plan Agreement and this Amending Agreement apply to the Lands as described in Schedule "A" and shall be registered on title to the Lands at the cost of the Owner.
2. Section 21 of the Original Site Plan Agreement is amended by the deletion of the following Plans and Appendices:

Appendix 01: Overall Site Plan Dwg. No: A1.1 Date Plotted Jun 07, 2016;
redlined by J Pye

Appendix 03: Site Grading Plan Dwg. No. C01 Rev. No. 0 Date Printed:
6/10/2016

Appendix 04: Site Servicing Plan Dwg. No. C02 Rev. No. 0 Date Printed:
6/10/2016

Appendix 05: Specifications Dwg. No. C03 Rev. No. 0 Date Printed:
6/10/2016

Appendix 06: Great Northern Family Health Shepherdson Road Stormwater
Management Report Prepared by: Exp Services Inc. Date:
June 21, 2016

3. Section 21 of the Original Site Plan Agreement is amended by the addition of the following Plans and Appendices:

Appendix 01: Overall Site Plan Dwg. No: A1.1 Rev. No. 3 Date Plotted Dec
07, 2017, redlined by J Pye

Appendix 03: Site Grading Plan Dwg. No. C01 Rev. No. 3 Date Printed:
11/30/2016, notation by J Pye

Appendix 04: Site Servicing Plan Dwg. No. C02 Rev. No. 3 Date Printed:
11/30/2016, notation by J Pye

Appendix 05: Specifications Dwg. No. C03 Rev. No. 3 Date Printed:
11/30/2016

Appendix 06: Great Northern Family Health Shepherdson Road Stormwater
Management Report Prepared by: Exp Services Inc. Date:
January 9, 2017, notation by J Pye

4. The Owner agrees that no development or redevelopment will proceed on the Lands except in accordance with Plans and Appendices as identified in the Original Site Plan Agreement as amended in paragraphs 2 and 3 above of this Amending Agreement.

5. The Original Site Plan Agreement is amended by the addition of the following paragraph 15a:

"15a The Owner acknowledges that the indemnity set out in paragraph 15 above does continue to apply to protect and indemnify the City from any loss, damages, costs or expenses that may be incurred or required to be incurred to address issues related to the Lower Grade."

6. The Owner acknowledges and agrees that the Original Site Plan Agreement is amended by the addition of a new paragraph 14a. as follows:

"14a. The financial security paid by the Owner to the City under paragraph 14, whether by way of certified cheque, cash or irrevocable letter of credit may be retained by the City and applied to remedy any

deficiency by the Owner in the Owner obligations under this Site Plan Agreement as amended."

7. [intentionally blank]

In witness whereof the parties have set their hands and seals on the date first above written.

) **Pronor Development (T-Shores) Limited**
)
)
) _____
) I have authority to bind the corporation
) Name:
) Title:
)
) _____
) I have authority to bind the corporation
) Name:
) Title:
)
)
)
)
) **Corporation of the City of**
) **Temiskaming Shores**
)
)
) _____
) Mayor – Carman Kidd
)
)
) _____
) Clerk – David B. Treen

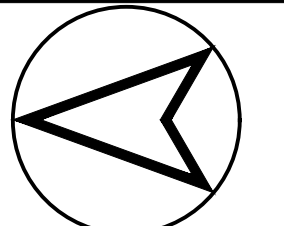
Municipal Seal



Schedule "A" to

Site Plan Amending Agreement

[insert legal description of the Lands – suitable for registration]



DO NOT SCALE DRAWINGS
The Contractor shall check and verify all dimensions before proceeding with the work.

date	revision
DEC. 7/17	3. AS BUILT
JUNE 7/16	2. REVISED ROAD DIMENSIONS TO COORDINATE WITH CIVIL
JUNE 1/16	1. ISSUED FOR TENDER / PERMIT SET



EVANS BERTRAND HILL WHEELER
ARCHITECTURE INC.

GREAT NORTHERN FAMILY HEALTH TEAM
177160 SHEPHERDSON ROAD
TEMISKAMING SHORES, ONTARIO

OVERALL SITE PLAN

drawn by: JA/JIM
checked by: BRB

scale: 1:500
project no: 1521

date plotted: Dec 07, 2017

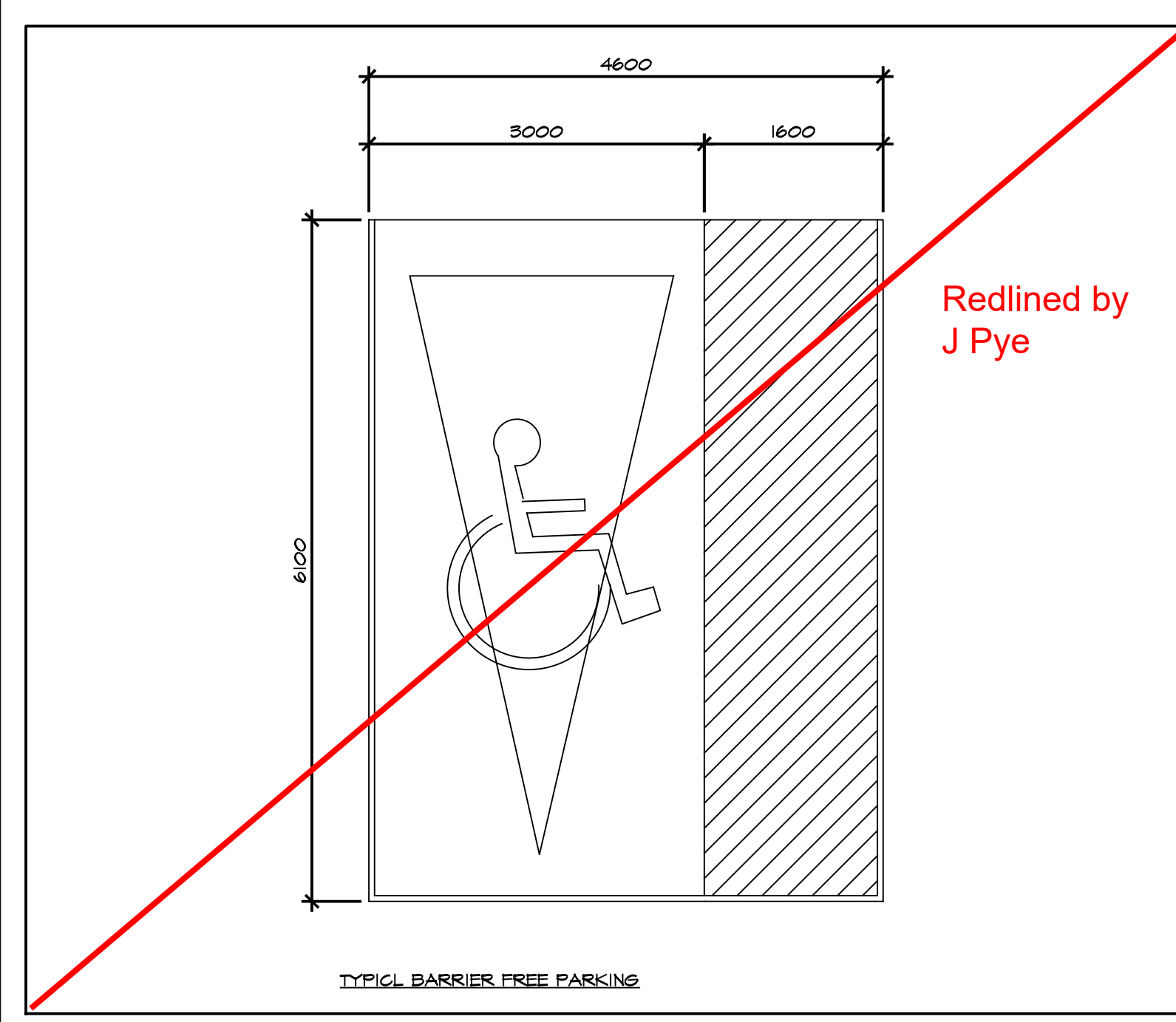
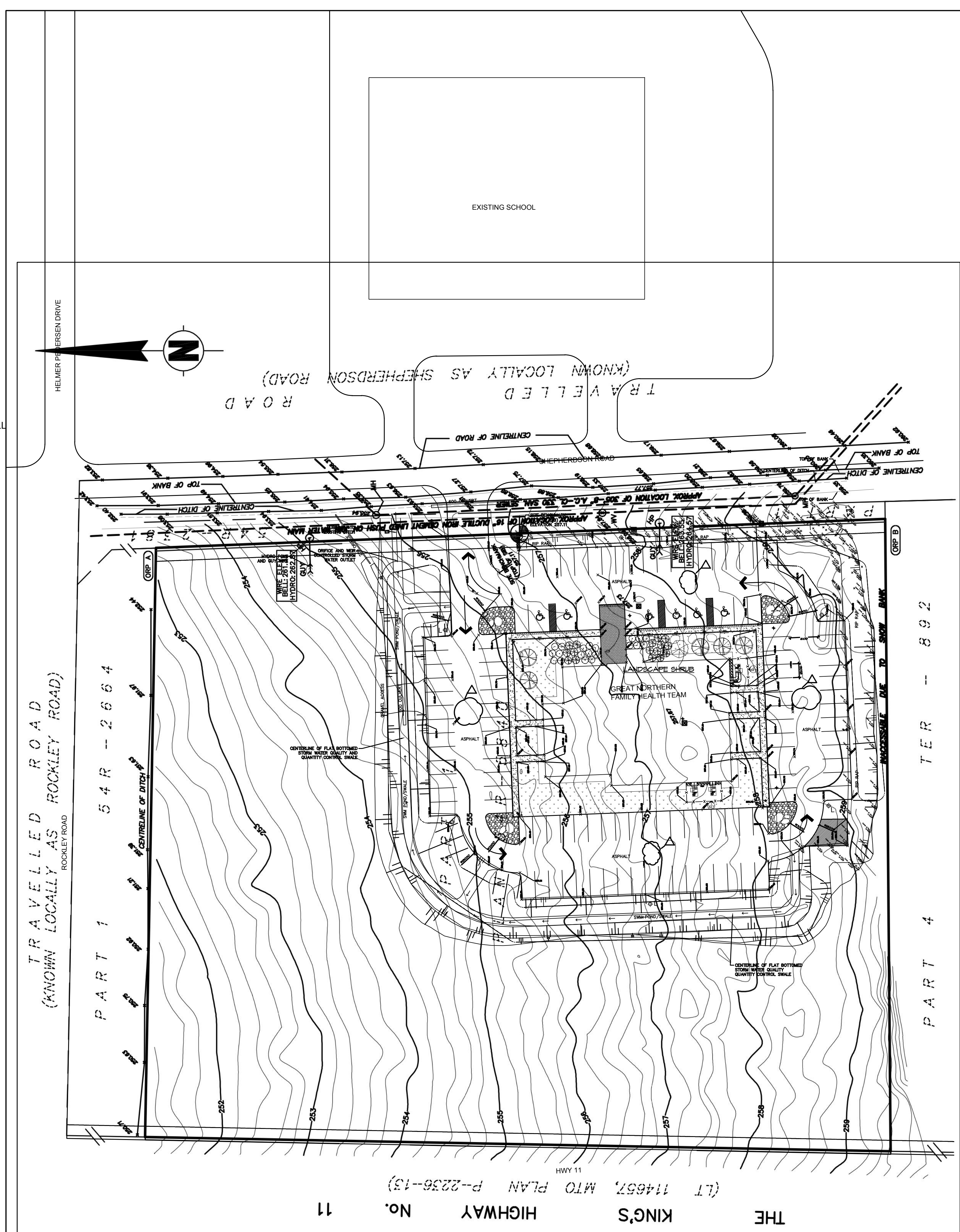
date revised:

dwg no:

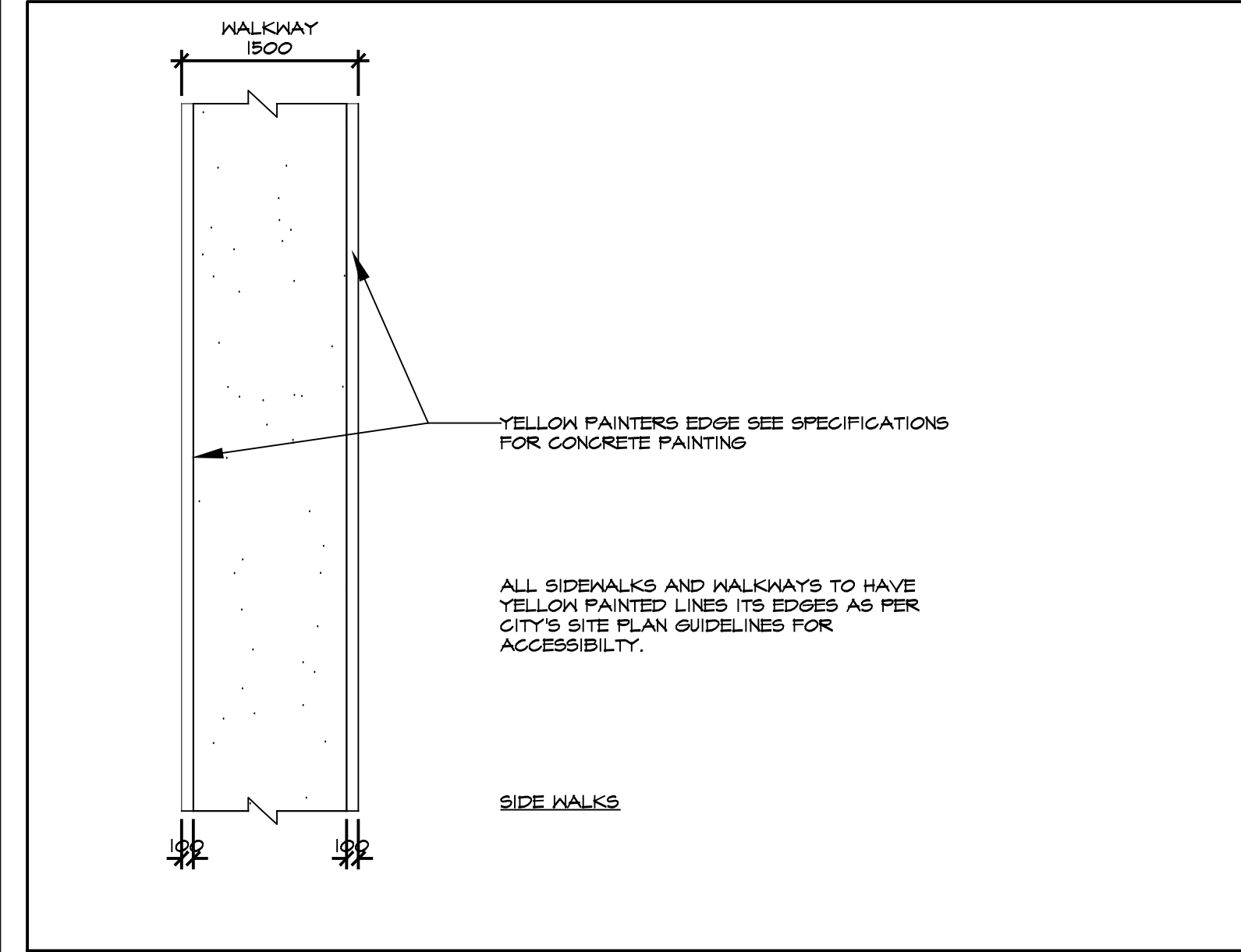
A1.1

AS-BUILT
BASED ON INFORMATION
SUBMITTED BY exp Services
NOV. 7, 2017

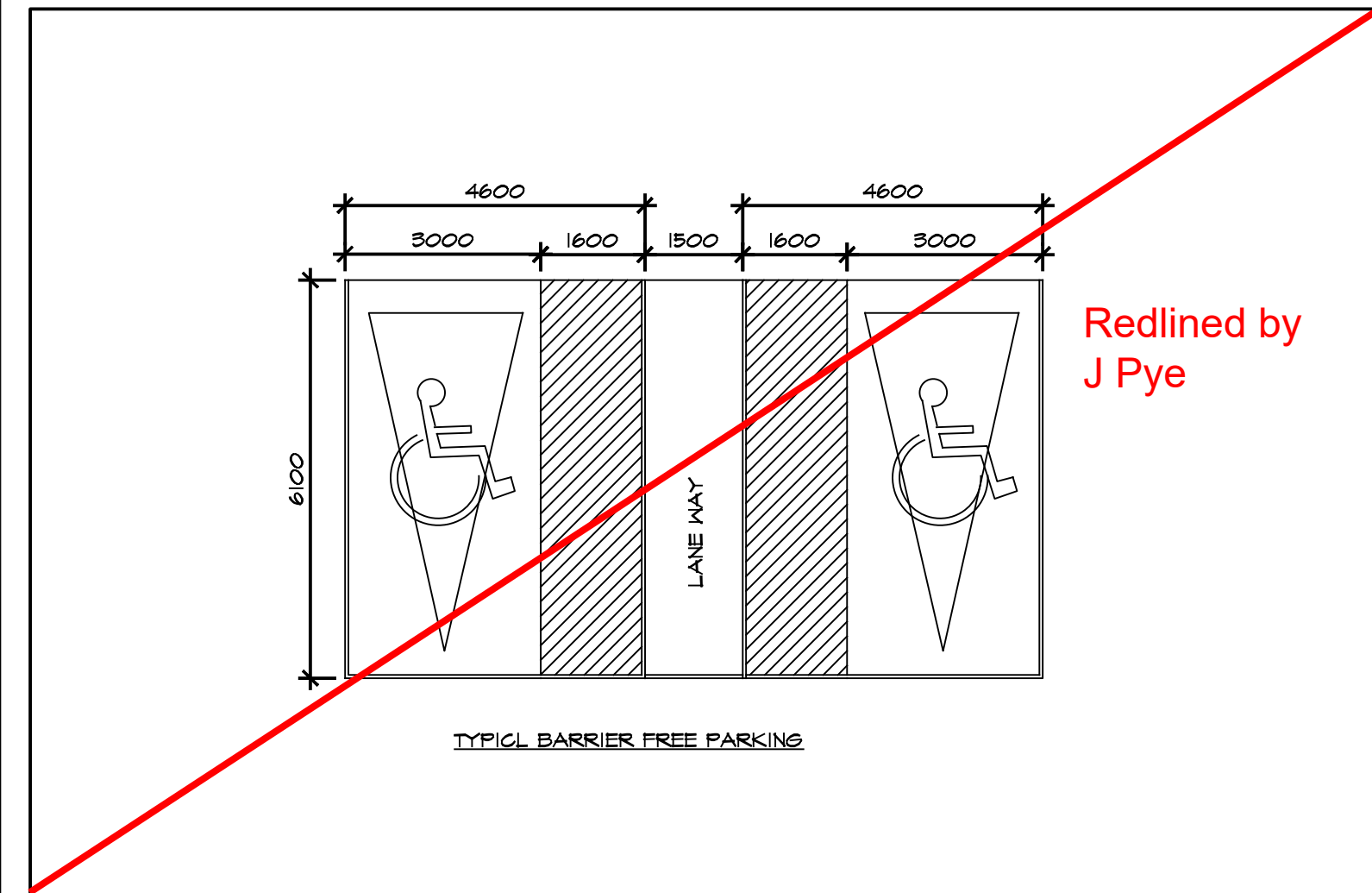
- LANDSCAPE SHRUB SHRUBS:**
- MUGHO PINE / PINUS MUGO X 15
 - GOLDFLAME SPIREA / BERMILDA SPIREA X 6
 - SILVEREDGE DOGWOOD / CORNUS ALBA 'ELEGANTISSIMA' X 15
- TREES:**
- RED MAPLE / ACER REBRUM X 1
 - BLUE SPRUCE / PICEA FENSIS X 3
 - ROCK 1.2-1.5 ROUNDED SOFT SURFACE NATURAL, NO BLAST ROCK.
 - 100MM TO 150MM CLEAN / WASHED RIVER RUN STONE.
- LEGEND**
- SIGNAGE
 - CONCRETE WALK
 - LOCKSTONE WALK CONC. PAVER
 - GRASS
 - BARRIER FREE SIGNAGE
 - L LIGHT STANDARD (SEE ELECTRICAL DRAWINGS)
 - BARRIER FREE PUSH BUTTON (TYPICAL)
 - POVE LIGHT SEE ELEC.
 - BOREHOLE SEE SOIL REPORT
- BOREHOLE NOTES:**
- APPROXIMATE LOCATION OF BOREHOLES, GENERAL CONTRACTOR TO CONFIRM WITH SOIL REPORT AND VERIFY ON SITE.



2 TYPICAL BARRIER FREE PARKING STALL
A1.1 SCALE 1:50



3 TYPICAL SIDE WALK
A1.1 SCALE 1:50



4 TYPICAL DOUBLE PARKING STALL
A1.1 SCALE 1:100

CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR USE IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © Aug. 2016

LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- SAN --- SAN --- EX. SANITARY SEWER
- SAN --- SAN --- PROPOSED SANITARY SEWER
- STM --- STM --- EX. STORM SEWER
- STM --- STM --- PROPOSED STORM SEWER
- W --- W --- EX. WATER MAIN
- W --- W --- PROPOSED WATER MAIN
- SAN --- STM --- HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
- GAS --- GAS --- PROPOSED GAS LINE
- GAS --- GAS --- EX. GAS LINE
- HYD --- HYD --- PROPOSED HYDRO LINE
- HYD --- HYD --- EX. HYDRO LINE
- EXISTING/PROPOSED SANITARY MANHOLE
- EXISTING/PROPOSED STORM MANHOLE
- EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
- WQU - WATER QUALITY UNIT
- EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
- EXISTING/PROPOSED STORM CATCH BASIN
- EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
- ⊗ PROPOSED WATER SHUT-OFF
- ▶ PROPOSED THRUST BLOCK
- EXISTING/PROPOSED FIRE HYDRANT
- 1.2% PROPOSED SLOPE
- × 225.52

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 6th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 6th, 2016
0	ISSUED FOR PERMIT TENDER	J.J.D.	June 1st, 2016

No.	Revision	By:	Date
-----	----------	-----	------

ISSUED FOR APPROVALS

Professional Seal

Drawn By: J.J.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 6th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 11/30/2016

File Name: T GNFTHT Grading - JJD NOV 30 2016

Project Title

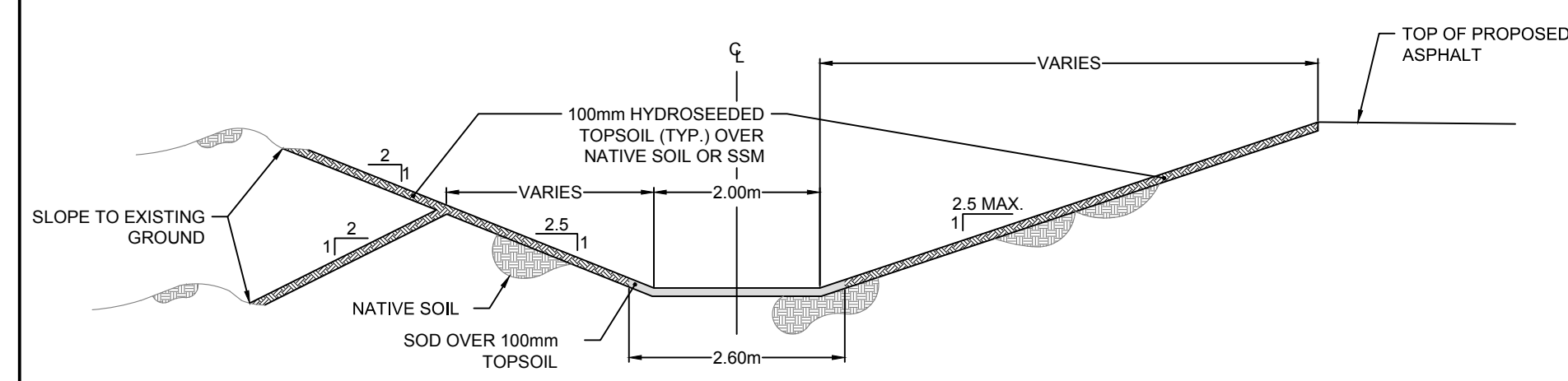
GREAT NORTHERN FAMILY HEALTH
TEMISCAMING SHORES, ON

Dwg. Title

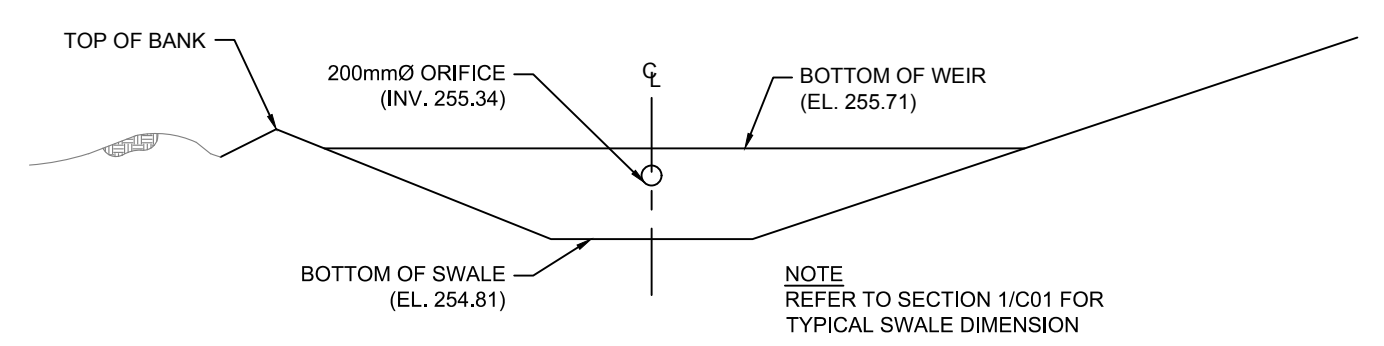
SITE GRADING PLAN

Project No. **NTB-0005189-00**

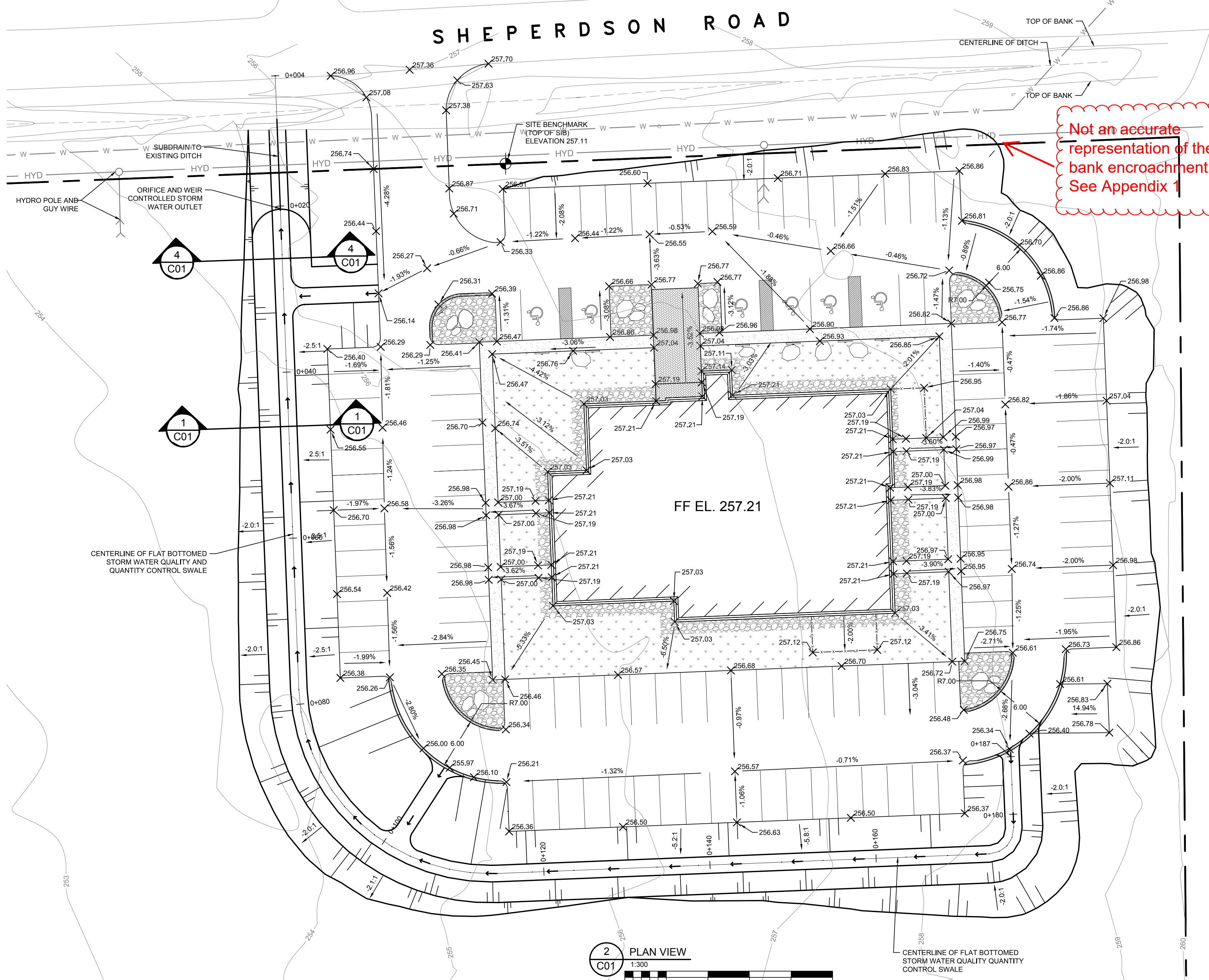
Dwg. No. **C01** Rev. No. **3**



1 SECTION - QUALITY CONTROL SWALE
 C01 1:75
 0 1 2 3 4 5 6m

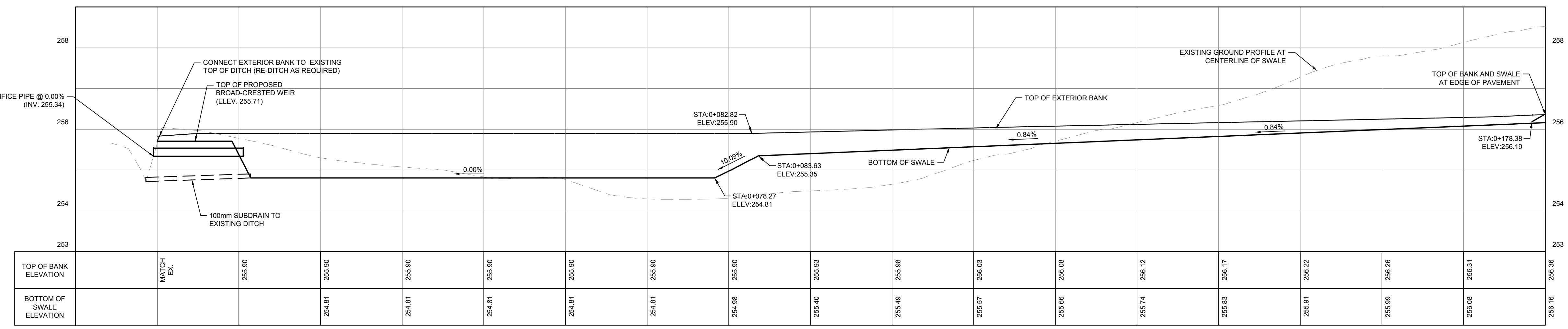


4 SECTION - ORIFICE AND WEIR
 C01 1:75
 0 1 2 3 4 5 6m



2 PLAN VIEW
 C01 1:300
 0 5 10 20 25m

Not an accurate representation of the bank encroachment See Appendix 1



3 PROFILE - QUALITY CONTROL SWALE
 C01 H 1:300 / V 1:60
 HORIZONTAL SCALE - 1:300
 0 5 10 20 25m

CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR IMPROPER SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND ASSUMING RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © exp, 2016

LEGEND

- — — — — PROPERTY LINE
- — — — — EX. EDGE OF PAVEMENT
- — — — — PROPOSED EDGE OF PAVEMENT
- SAN — SAN — EX. SANITARY SEWER
- SAN — SAN — PROPOSED SANITARY SEWER
- STM — STM — EX. STORM SEWER
- STM — STM — PROPOSED STORM SEWER
- W — W — EX. WATER MAIN
- W — W — PROPOSED WATER MAIN
- SAN — STM — HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
- GAS — GAS — PROPOSED GAS LINE
- GAS — GAS — EX. GAS LINE
- HYD — — — — PROPOSED HYDRO LINE
- HYD — — — — EX. HYDRO LINE
- — — — — EXISTING/PROPOSED SANITARY MANHOLE
- — — — — EXISTING/PROPOSED STORM MANHOLE
- — — — — EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
- — — — — WQU - WATER QUALITY UNIT
- — — — — EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
- — — — — EXISTING/PROPOSED STORM CATCH BASIN
- — — — — EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
- ⊗ — — — — PROPOSED WATER SHUT-OFF
- ▶ — — — — PROPOSED THRUST BLOCK
- ⊙ — — — — EXISTING/PROPOSED FIRE HYDRANT
- 1.2% — — — — PROPOSED SLOPE
- × 225.52

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 6th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 6th, 2016
0	ISSUED FOR PERMIT TENDER	J.J.D.	June 1st, 2016

ISSUED FOR APPROVALS

Professional Seal

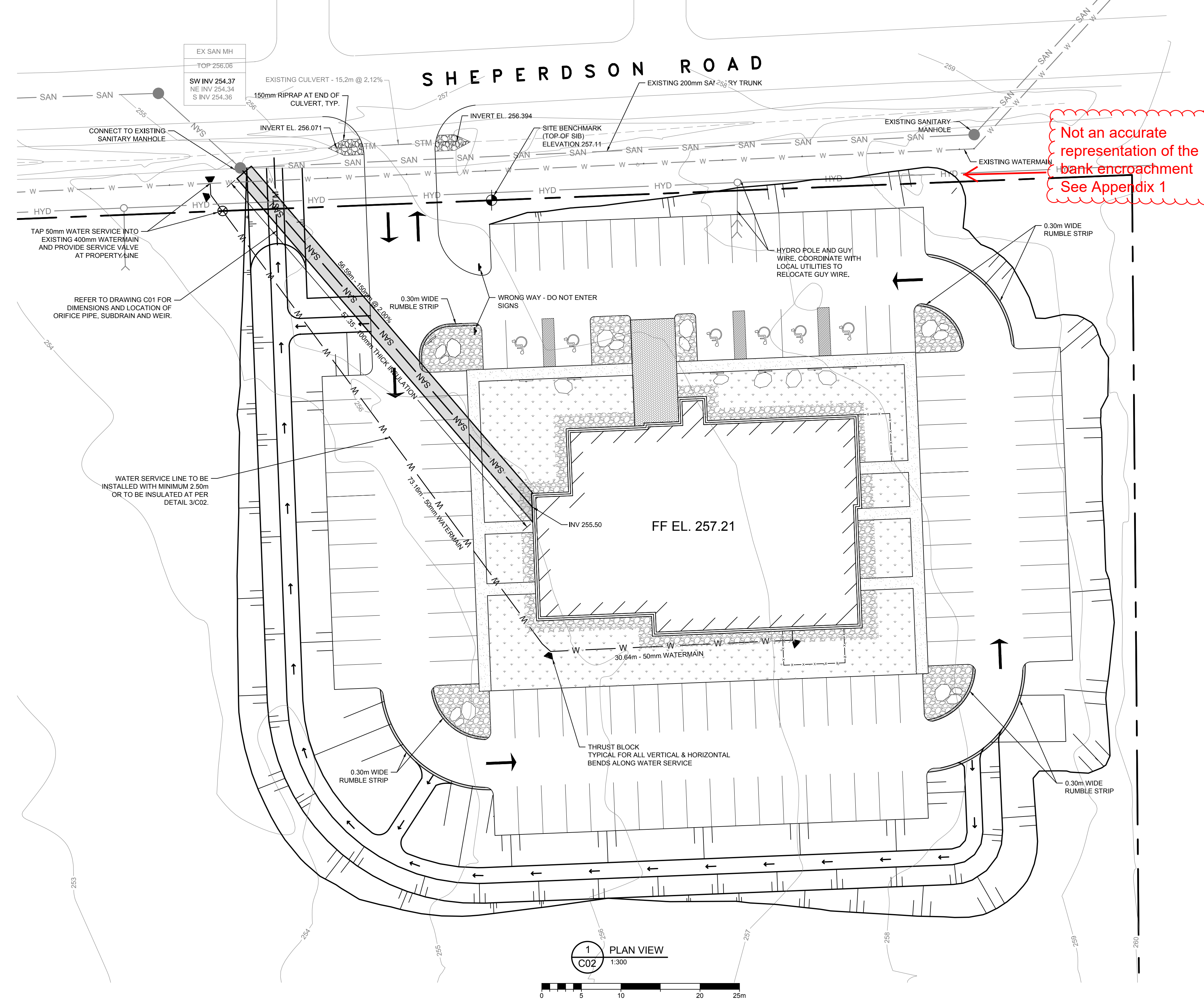
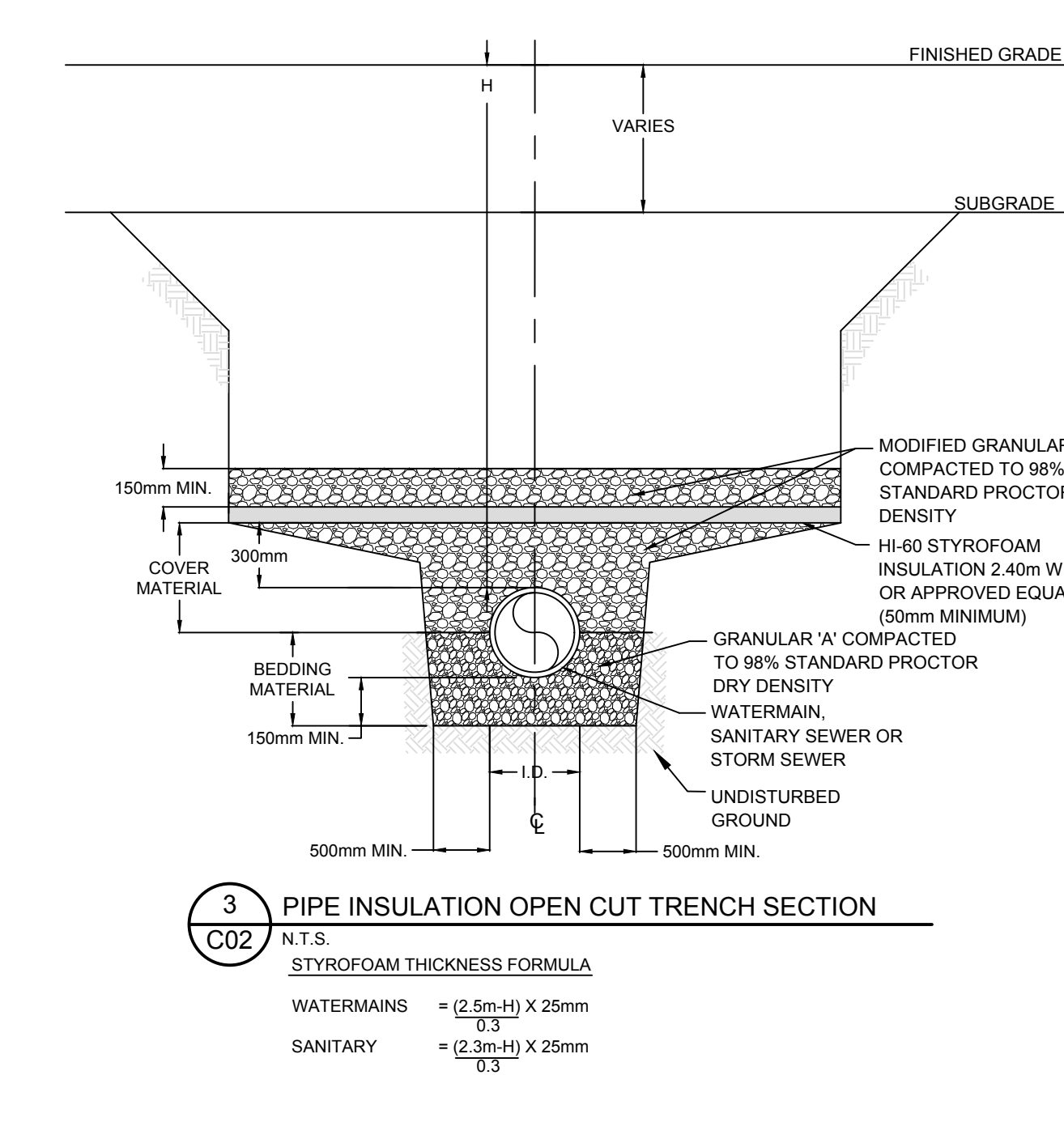
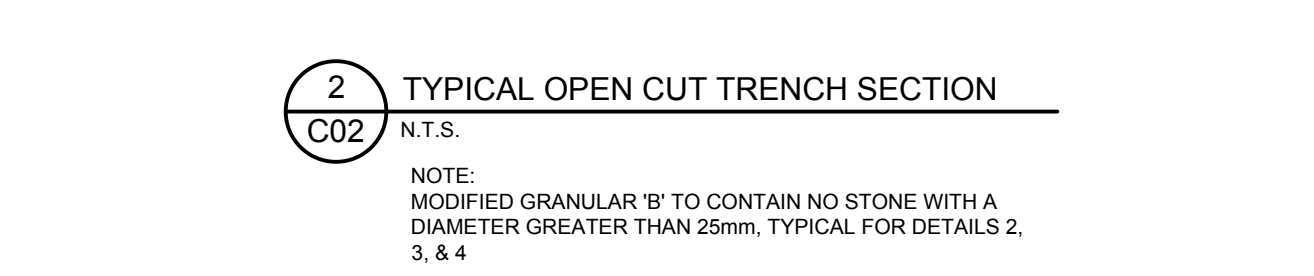
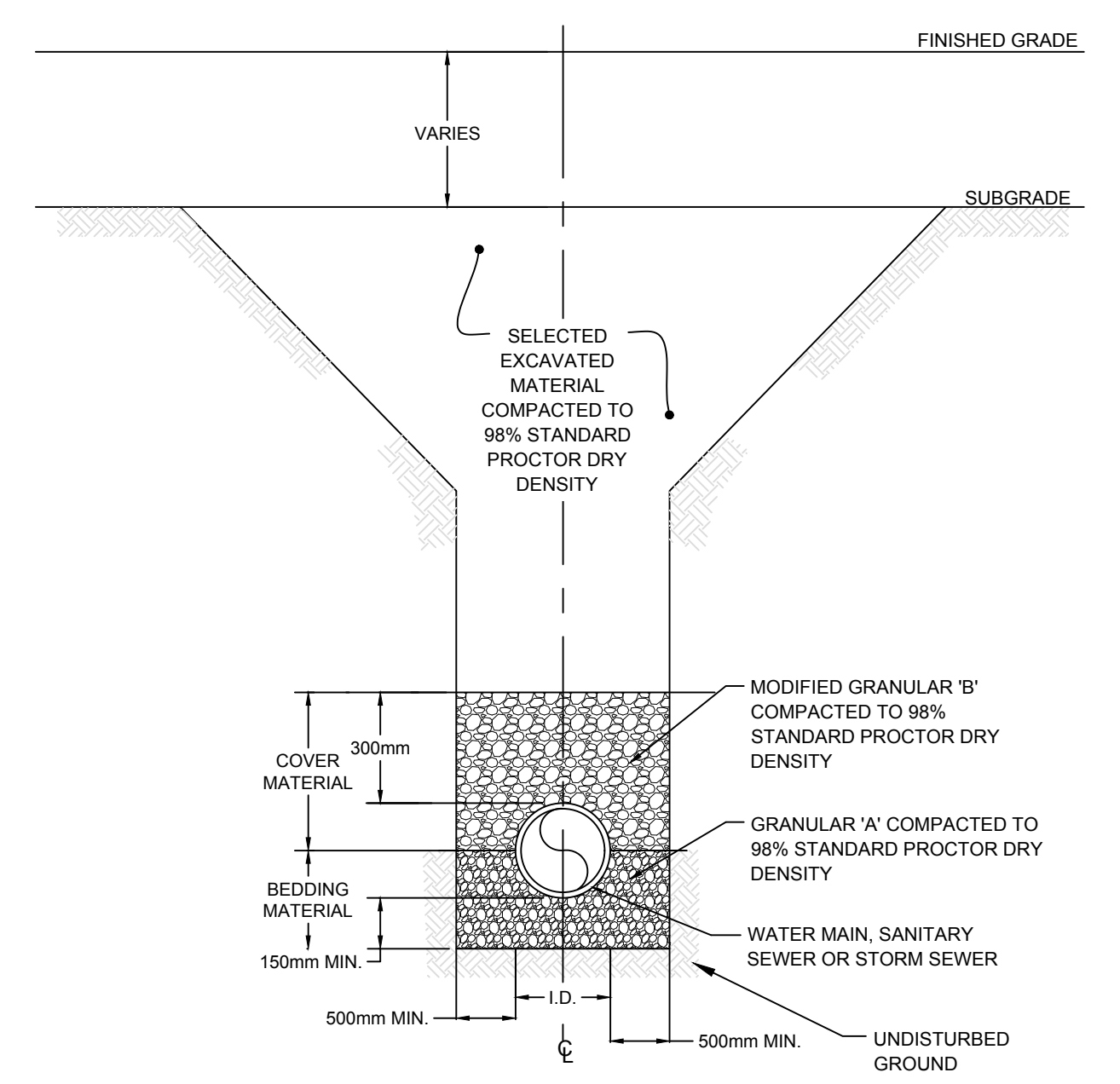
Drawn By: J.J.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 6th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 11/30/2016
 File Name: T GNPHHT Grading - JJD NOV 30 2016

Project Title
GREAT NORTHERN FAMILY HEALTH
TEMISCAMING SHORES, ON

Dwg. Title
SITE SERVICING PLAN

Project No.	NTB-0005189-00
Dwg. No.	C02
Rev. No.	3



Not an accurate representation of the bank encroachment
 See Appendix 1

SPECIFICATIONS

UNLESS OTHERWISE NOTED ALL DIMENSIONS AND ALL ELEVATIONS ARE IN METERS. CONTRACTOR TO CONFIRM ALL DIMENSIONS.

- 1. GENERAL REQUIREMENTS
1.1. REFERENCES
1.1.1. ALL WORK TO BE DONE TO THE MUNICIPAL STANDARDS, OPSD AND OPSS. WHERE A CONFLICT OCCURS THE MUNICIPAL STANDARDS GOVERN.
1.1.2. THE WORK SHALL BE IN COMPLIANCE WITH THE REQUIREMENTS OF THE LATEST EDITIONS OF THE APPLICABLE CSA STANDARDS AND THE ONTARIO BUILDING CODE.
1.1.3. THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH ALL OTHER ENGINEERS' PLANS. ANY DISCREPANCIES SHALL BE CLARIFIED PRIOR TO CONSTRUCTION. INFORMATION RELATED TO DIMENSIONS FOR PRIVATE ROAD, PARKING, CURBING AND SETBACKS SHALL BE TAKEN FROM THE SITE PLAN.
1.2. SIGNAGE
1.2.1. CONFINE CORPORATE SIGNAGE TO DESIGNATED RESPONSE AREA.
1.2.2. PROVIDE AREA FOR ENGINEER'S CORPORATE SIGN AND MOUNT SAME IN LOCATION AS DIRECTED.
1.2.3. PROVIDE PROFESSIONALLY LETTERED SIGNAGE OF APPROPRIATE SIZE TO DIRECT TEMPORARY VEHICLE AND PEDESTRIAN TRAFFIC DURING CONSTRUCTION.
1.2.4. TRAFFIC CONTROL AND SIGNAGE DURING CONSTRUCTION SHALL CONFORM TO MUNICIPAL REQUIREMENTS AND THE MOST CURRENT ONTARIO CONSTRUCTION REGULATIONS INCLUDING REGULATION NO. 213 UNDER OHSA AND REFERENCE TO MTO TEMPORARY CONDITIONS MANUAL BOOK NO. 7.
1.3. CONTRACTOR RESPONSIBILITIES
1.3.1. OBTAIN AND PAY FOR ALL PERMITS AND FEES REQUIRED FOR THE INSTALLATION OF PROPOSED WORKS.
1.3.2. VISIT THE SITE AND EXAMINE THE EXISTING CONDITIONS AFFECTING THE WORK. NO EXTRA COMPENSATION WILL BE CONSIDERED FROM FAILURE OF NOT EXAMINING EXISTING CONDITIONS.
1.3.3. DRAWINGS ARE DIAGRAMMATIC IN NATURE. INTENDED TO CONVEY THE SCOPE OF THE WORK AND INTENDED OVERALL ARRANGEMENT. EXACT LOCATIONS SHALL SUIT FINAL LAYOUTS AND SITE CONDITIONS AND SHALL BE APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THOROUGH KNOWLEDGE OF THE WORK REQUIRED AND ALL EXISTING CONDITIONS BEFORE PROCEEDING WITH THE WORK.
1.3.4. ONLY THE LATEST APPROVED DRAWINGS ARE TO BE USED FOR CONSTRUCTION.
1.3.5. ALL DRAWINGS AND SPECIFICATIONS TO REMAIN THE PROPERTY OF PRONOR DEVELOPMENTS (T-SHORES) LIMITED, AND SHALL BE RETURNED UPON REQUEST. IN NO WAY SHALL THE DRAWINGS AND/OR SPECIFICATIONS IN WHOLE OR PART BE REPRODUCED OR DISTRIBUTED WITHOUT THE PERMISSION OF PRONOR DEVELOPMENTS (T-SHORES) LIMITED.
1.3.6. THE CONTRACTOR IS REQUIRED TO CONFIRM EXISTING GRADES AND REPORT ANY DISCREPANCIES TO THE ENGINEER BEFORE COMMENCING WORK.
1.3.7. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. AND NOT ALL NECESSARILY SHOWN ON THIS DRAWING. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING INFORMATION IN REGARD TO EXACT SIZE AND LOCATION OF BURIED UTILITIES FROM THE RESPECTIVE UTILITY COMPANIES. THIS SHALL INCLUDE EXCAVATION OF INSPECTION HOLES IF NECESSARY. THE CONTRACTOR MUST EXERCISE NECESSARY CARE IN CONSTRUCTION OPERATIONS INCLUDING IF NECESSARY HAND DIGGING TO SAFEGUARD UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL ARRANGE FOR TEMPORARY SUPPORT OF UTILITY POLES AS MAY BE REQUIRED TO COMPLETE THE WORK. THE CONTRACTOR IS LIABLE FOR ALL DAMAGE TO UTILITIES OCCURRING WITHIN OR OUTSIDE THE CONTRACT LIMITS CAUSED BY HIS OPERATIONS.
1.3.8. NOTIFY MINISTRY OF LABOUR OF INTENT TO COMMENCE CONSTRUCTION.
1.3.9. THE CONTRACTOR WORKING FROM DRAWINGS NOT SPECIFICALLY MARKED "FOR CONSTRUCTION" EXCEPT REFERENCED ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD) MUST ASSUME FULL RESPONSIBILITY AND BEAR COSTS FOR ANY CORRECTIONS OR DAMAGES RESULTING FROM HIS WORK.
1.3.10. ROAD OCCUPANCY/ACCESS PERMIT MUST BE OBTAINED 48 HOURS PRIOR TO COMMENCING ANY WORKS WITHIN THE MUNICIPAL ROAD ALLOWANCE.
1.4. UTILITY COORDINATION
1.4.1. CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL UTILITIES PRIOR TO COMMENCEMENT OF WORK AND CO-ORDINATE CONSTRUCTION ACCORDINGLY.
1.5. SITE MAINTENANCE
1.5.1. MAINTAIN CONSTRUCTION SITE IN AN ORGANIZED AND ORDERLY STATE AT ALL TIMES.
1.5.2. CLEAN UP GROUNDS AND ACCESS ROADS DAILY AND WHENEVER DIRECTED BY OWNER.
1.5.3. RESTORE ALL CONSTRUCTION DAMAGES TO THE SATISFACTION OF THE OWNER OF THE LANDS.
1.5.4. EXCEPT WHERE EXPRESSLY STATED OTHERWISE, MATERIALS WHICH MUST BE REMOVED TO PERFORM THE WORK OR ARE INDICATED FOR REMOVAL BECOME THE CONTRACTOR'S PROPERTY AND RESPONSIBILITY AND ARE TO BE TAKEN FROM THE SITE.
1.5.5. SEPARATE AND DISPOSE OF EXCESS EXCAVATED MATERIALS AT APPROVED SITES AND IN ACCORDANCE WITH MOE REGULATIONS.
1.5.6. FOR THE DURATION OF THE CONTRACT, MATERIAL THAT BECOMES CONTAMINATED DUE TO CONTRACTOR'S ACTIVITY SHALL BE REMOVED AND REPLACED AT NO EXTRA COST TO THE CONTRACT.
1.5.7. DEWATERING TO BE CARRIED OUT IN ACCORDANCE WITH OPSS 517 AND 518 TO MAINTAIN ALL TRENCHES IN A DRY CONDITION.
1.5.8. ALL AREAS DISTURBED BY CONSTRUCTION TO BE REINSTATED TO ORIGINAL CONDITIONS OR BETTER AS DIRECTED BY THE ENGINEER.
1.5.9. CONCRETE AND ASPHALT DELIVERY AND PLACEMENT TOOLS SHALL NOT BE CLEANED ON SITE AND LEFTOVER PRODUCT SHALL NOT BE DISPOSED OF ON SITE.
1.5.10. THE CONTRACTOR IS TO PROVIDE A SEDIMENT AND EROSION CONTROL PLAN WHICH IS TO BE APPROVED BY THE ENGINEER AND IMPLEMENTED PRIOR TO ANY CONSTRUCTION WORKS AND MUST REMAIN IN PLACE UNTIL ALL DISTURBED AREAS ON SITE HAVE BEEN STABILIZED. DAILY INSPECTION OF THE EROSION & SEDIMENT CONTROLS ARE REQUIRED TO ENSURE THEY ARE FUNCTIONING PROPERLY. IF ANY DEFICIENCIES ARE FOUND, NO WORK SHALL OCCUR PRIOR TO THE CORRECTION OF SUCH DEFICIENCIES.
1.5.11. A SPILL RESPONSE KIT AND A CREW TRAINED IN ITS USE, SHALL BE MAINTAINED ON SITE TO ADDRESS ANY CONTINGENCIES. ALL SPILLS SHALL BE IMMEDIATELY REPORTED TO THE ONTARIO MINISTRY OF THE ENVIRONMENT'S SPILLS ACTION CENTER AT 1-800-268-6060.
1.5.12. THE CONTRACTOR SHALL MAINTAIN ADEQUATE INGRESS AND EGRESS TO ALL PRIVATE PROPERTY AT ALL TIMES. ALL DRIVEWAYS DISTURBED DURING CONSTRUCTION SHALL BE RE-INSTATED TO EXISTING CONDITION OR BETTER.
1.5.13. THE CONTRACTOR SHALL MAINTAIN CLEAN ADJACENT ROADWAYS AND KEEP THEM FREE FROM CONSTRUCTION DEBRIS. MUDMATS TO BE UTILIZED AT ALL ACCESS POINTS AND MAINTAINED.
2. MATERIALS / EXCAVATION / REMOVALS / COMPACTION
2.1. REMOVE ALL ORGANIC AND GRANULAR MATERIAL AS REQUIRED TO INSTALL WORK AS SHOWN ON DRAWINGS.
2.2. SUBGRADE TO BE COMPACTED TO A MINIMUM DRY DENSITY OF 95% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
2.3. ALL PRECAUTIONARY MEASURES MUST BE TAKEN TO ENSURE THE ASPHALT SURFACE ON ADJACENT ROADWAYS ARE UNDISTURBED AND NO DAMAGE IS INCURRED. CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REINSTATEMENT OF ANY DISTURBED ASPHALT ALONG ADJACENT ROADWAYS AT NO COST TO THE OWNER. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY WATER AND/OR CALCIUM CHLORIDE AS REQUIRED FOR COMPACTION AND/OR DUST CONTROL.
2.4. SIDES OF EXCAVATIONS ABOVE THE G.W.T. ARE NOT TO BE SLOPED STEEPER THAN THE CONDITIONS SET BY THE OHSA.
2.5. THE CONTRACTOR SHALL BE RESPONSIBLE TO DETERMINE VIA EXCAVATION THE EXACT LOCATIONS AND ELEVATION OF THE EXISTING INFRASTRUCTURE AS REQUIRED FOR CONNECTION. TAKE PRECAUTIONS TO PREVENT OVERLOADING OF ANY PART OF EXISTING OR NEW STRUCTURES AND MAKE GOOD, AT NO COST TO OWNER, DAMAGE RESULTING FROM SUCH OVERLOADING.
2.6. ALL DISTURBED LANDSCAPED AREAS TO BE REINSTATED WITH A MINIMUM OF 100mm TOPSOIL AND SOD. THE CONTRACTOR SHALL INSTALL SOD IN ALL LOCATIONS.
2.7. GRANULAR 'A' AND GRANULAR 'B' TO BE COMPACTED TO 98% OF EACH MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
2.8. THE CONTRACTOR IS TO SUBMIT SAMPLES AND A GRADATION ANALYSIS OF THE PROPOSED GRANULAR MATERIALS FOR APPROVAL BY THE CONSULTANT PRIOR TO PLACING.
2.9. RESTORE AND/OR REDITCH ALL BOULEVARD AREAS DISTURBED.
2.10. PIPE DEFLECTIONS SHALL NOT EXCEED MANUFACTURER'S SPECIFICATIONS.
2.11. TRENCH BACKFILL TO BE SELECT NATIVE MATERIAL. WHERE NATIVE MATERIAL IS CONSIDERED BY THE ENGINEER TO BE UNSUITABLE, TRENCH BACKFILL WILL BE IMPORTED SELECT GRANULAR SUBGRADE MATERIAL.
2.12. FLEXIBLE PIPE EMBEDMENT AND BACKFILL TO OPSD 802.010 WITH GRANULAR 'A' FOR EMBEDMENT

MATERIAL AND NATIVE MATERIALS FOR BACKFILL.

- 2.13. RIGID PIPE BEDDING, COVER AND BACKFILL MATERIAL TO OPSD 802.030. GRANULAR A FOR BEDDING, GRANULAR B TYPE 1 FOR COVER AND SELECTED NATIVE BACKFILL.
2.14. MODIFIED PIPE BEDDING UNDER UNSTABLE TRENCH BOTTOM CONDITIONS: FLEXIBLE AND RIGID PIPE BEDDING TO BE 20mm CLEAR STONE TO A DEPTH OF 300mm BELOW THE 150mm GRANULAR 'A' PIPE BEDDING, FULL WIDTH OF THE TRENCH, WRAPPED IN GEOTEXTILE FABRIC (TERRAFIX 270R OR APPROVED EQUAL). IF USED AS REPLACEMENT FOR DEWATERING THEN SHALL BE AT CONTRACTORS COST.
2.15. NO FROZEN MATERIAL SHALL BE PLACED IN THE TRENCHES OR USED FOR BACKFILL.
2.16. ALL ASPHALT, BASE, AND SUBBASE THICKNESS INDICATED REPRESENT THICKNESS REQUIRED AT COMPACTION INDICATED.
2.17. ASPHALT PARKING LOT COMPOSITION AS PER THE GEOTECHNICAL REPORT:
2.17.1. ACCESS ROUTES - HEAVY DUTY
50mm SUPER PAVE 12.5 ASPHALT SURFACE COURSE
40mm SUPER PAVE 12.5 ASPHALT LOWER BINDER
150mm GRANULAR 'A'
300mm GRANULAR 'B' TYPE I
2.17.2. PARKING AREA - LIGHT DUTY
50MM SUPER PAVE 12.5 ASPHALT SURFACE COURSE
150MM GRANULAR 'A'
350MM GRANULAR 'B' TYPE I
2.18. COMPACTION OF ASPHALT LAYERS TO BE 96.5% M.R.D.
2.19. THE MOST SEVERE LOADING CONDITIONS ON THE SUBSOIL COULD OCCUR DURING CONSTRUCTION DUE TO TRUCK TRAFFIC ETC. CONSEQUENTLY SPECIAL PROVISIONS MAY BE REQUIRED BY THE CONTRACTOR SUCH AS ADDITIONAL SUBBASE AND/OR RESTRICTED LOADINGS OR PROVISIONS FOR TEMPORARY ROADS, ETC. ESPECIALLY IF CONSTRUCTION IS CARRIED OUT DURING WET WEATHER CONDITIONS.

3. WATERMAIN

- 3.1. WATERMAIN PIPE - 50mm POLYVINYL CHLORIDE (PVC), AWWA C900, CLASS 150, DR 18, CSA B137.3. BLUE BRUTE IS AN APPROVED PIPE.
3.2. DIPRA ENCASEMENT IS PERMITTED IN PLACE OF ANODES ON METALLIC PIPE AND FITTINGS.
3.3. TRACER WIRE - COATED 7 STRAND, 12 GAUGE TW75, TWU75 AND TW90XLP WIRE, RATED AT MINUS 400C.
3.4. STYROFOAM H100 OR APPROVED EQUAL INSULATION IS TO BE PROVIDED TO PROTECT WATERMAIN AT DITCH CROSSING IF COVER LESS THAN 2.5 METERS. 25mm IN THICKNESS FOR EVERY 0.30 METERS DEFICIENT. MINIMUM INSULATION THICKNESS 50mm.
3.5. PROTECT O-CAPS (175 GRAMS MIN.) OR APPROVED EQUIVALENT, ARE REQUIRED FOR CORROSION PROTECTION ON ALTERNATE THREADED BOLTS AT EACH MECHANICAL JOINT.
3.6. ALL NUTS AND BOLTS TO BE STANDARD GRADE STEEL.
3.7. CONCRETE THRUST BLOCKS TO OPSD 1103.010 TO BE INSTALLED AT ALL TEES, CAPS AND HORIZONTAL AND VERTICAL BENDS. ALL THRUST BLOCKS ARE TO BE USED IN CONJUNCTION WITH GRIP RING RESTRAINTS.
3.8. ALL GRIP RING RESTRAINT SYSTEMS TO BE OF ROMAC INDUSTRIES INCORPORATED OR APPROVED EQUIVALENT.
3.9. DOUBLE SWAB, PRESSURE AND LEAKAGE TEST, CHLORINATE, FLUSH, AND DISINFECT PIPING IN ACCORDANCE WITH MOE, OPSS 701, AWWA C651-05 AND TO THE SATISFACTION OF THE MUNICIPAL OPERATING AUTHORITY. 24 AND 48 HOUR BACTERIAL SAMPLING AND TESTING BY AN INDEPENDENT LABORATORY REQUIRED.
3.10. MINIMUM COVER FOR WATERMAINS AND WATER SERVICES SHALL BE 2.0 METERS UNLESS NOTED OTHERWISE.
3.11. WATERMAINS MUST HAVE A MINIMUM VERTICAL CLEARANCE OF 0.5m FROM SEWER AND ALL OTHER UTILITIES WHEN CROSSING.
3.12. ALL NEW WATER SYSTEMS MUST BE ISOLATED FROM EXISTING MUNICIPAL WATER SYSTEMS UNTIL ALL PRESSURE AND LEAKAGE TESTING, CHLORINATION, FLUSHING AND BACTERIAL SAMPLING AND TESTING HAS BEEN COMPLETED AND PASSED.

4. ROCK EXCAVATION

- 4.1. ROCK EXCAVATION (GRADING) TO BE IN ACCORDANCE WITH OPSS 206 AND OPSS 515.
4.2. NO SHATTER UNDER THE ROCK SUBGRADE IS REQUIRED (IF DEPTH OF SUBBASE IS 450mm).
4.3. ROCK EXCAVATION FOR TRENCHES TO BE IN ACCORDANCE WITH OPSS 410 AND OPSS 515.
5. STORM SEWER
5.1. BEDDING TO BE AS PER OPSD 802.030.
5.2. STORM SEWER PIPE SHALL BE
5.2.1. HIGH DENSITY POLYETHYLENE PIPE (HDPE), SMOOTH INSIDE WALL WITH BELL AND SPIGOT JOINT WITH GASKET.
5.2.2. PVC DR-28.
5.3. CULVERT PIPE SHALL BE THE SAME AS STORM SEWER PIPE. HIGH DENSITY POLYETHYLENE PIPE WITH SMOOTH INSIDE WALL AND BELL AND SPIGOT JOINTS WITH GASKETS. BEDDING AND COVER AND BACKFILL SAME AS STORM SEWERS.
5.4. RIGID PIPE BEDDING AND COVER MATERIAL TO BE COMPACTED TO A DRY DENSITY OF AT LEAST 98% OF THE MATERIAL'S STANDARD PROCTOR MAXIMUM DRY DENSITY (SPMDD).
5.5. NATIVE BACKFILL IS TO BE COMPACTED TO MINIMUM OF 95% SPMDD.

6. SANITARY SEWER

- 6.1. ACCEPTABLE SANITARY PIPE:
POLYVINYL CHLORIDE (PVC): DR35 TO CSA-B182.2. LOCKED-IN GASKET INTEGRAL WITH BELL AND SPIGOT JOINT SYSTEM.
6.2. ALL MANHOLES SHALL HAVE THREE (3) FROST STRAPS AS PER (OPSD 701.100 MODIFIED), BE BENCHED, DOUBLE WRAP MANHOLES WITH SUPER SIX POLYETHYLENE VAPOUR BARRIER. PROVIDE THREE LAYERS OF ADJUSTMENT UNITS.
6.3. MINIMUM COVER FOR SANITARY SEWERS SHALL BE 2.2 METERS.
6.4. WRAP STORM STRUCTURES IN 2 LAYERS OF SUPER-SIX POLYETHYLENE VAPOUR BARRIER.
6.5. PROVIDE 3 LAYERS OF ADJUSTMENTS UNITS AT ALL STRUCTURES.
6.6. FIELD TESTING
6.6.1. VERIFY WITH LOCAL MUNICIPAL PRACTICES FOR TEST REQUIREMENTS.
6.6.2. REPAIR OR REPLACE PIPE, PIPE JOINT OR BEDDING FOUND DEFECTIVE.
6.6.3. REMOVE FOREIGN MATERIAL FROM SEWERS AND RELATED APPURTENANCES BY FLUSHING WITH WATER.
6.6.4. REPAIR VISIBLE LEAKS REGARDLESS OF TEST RESULTS. PROVIDE MEANS OF ACCESS TO PERMIT ENGINEER TO DO INSPECTIONS.

7. CONCRETE

- 7.1. ALL CONCRETE TO HAVE 32MPa MINIMUM COMPRESSIVE STRENGTH @ 28 DAYS. 75mm SLUMP (±25mm), 6% ENTRAINED AIR (±1 1/2%), FOR EXTERIOR EXPOSURE.
7.2. WORK SHALL COMPLY WITH THE REQUIREMENTS OF CSA A23.1-/A23.2-00 AS A MINIMUM STANDARD.
7.3. CONSTRUCT FORMWORK STRONG, TIGHT, BRACED AND TRUE SO AS TO MAINTAIN SHAPE AND POSITION. USE ONLY NEW MATERIAL.
7.4. ALL REINFORCING STEEL TO BE CLEAN AND SECURED IN PLACE BY THE USE OF CHAIRS, SPACERS OR HANGERS.
7.5. CURE ALL CONCRETE WITH SPECIFIED CURING COMPOUND.
7.6. CURING COMPOUNDS - FLORSEAL AND RITECURE BY STERNSON OR APPROVED EQUIVALENT.

8. MANUFACTURER'S INSTRUCTION

- 8.1. UNLESS OTHERWISE SPECIFIED, COMPLY WITH MANUFACTURER'S LATEST PRINTED INSTRUCTIONS FOR MATERIALS AND INSTALLATION METHODS.
8.2. NOTIFY CONSULTANT IN WRITING OF ANY CONFLICT BETWEEN THESE SPECIFICATIONS AND MANUFACTURER'S INSTRUCTIONS. CONSULTANT WILL DESIGNATE WHICH DOCUMENT IS TO BE FOLLOWED.

9. INSPECTION AND TESTING

- 9.1. COOPERATE WITH AND PROVIDE ALL NECESSARY ASSISTANCE AND MATERIAL SAMPLES TO TESTING CONSULTANT.
9.2. FOR FIRST 24 HOURS OF SETTING, PROVIDE SITE CURING FOR CONCRETE CYLINDERS IN ACCORDANCE WITH DIRECTIONS OF TESTING CONSULTANT.
9.3. PROVIDE 24 HOURS NOTICE IN ORDER THAT CONSULTANT, AT HIS DISCRETION, MAY REVIEW OR INITIATE MATERIAL TESTING OF ALL PERMANENT CONSTRUCTION PRIOR TO COVERING AND SPECIFICALLY INCLUDING THE FOLLOWING ITEMS:
9.3.1. CONCRETE REINFORCING AND FORMWORK FOR ALL CONCRETE PLACEMENTS

- 9.3.2. ALL BURIED SERVICES
9.3.3. CONCRETE TESTING (NOTIFY TESTING AGENCY)
9.3.4. BACKFILLING AND COMPACTION (NOTIFY TESTING AGENCY)
9.3.5. ALL OTHER ITEMS SPECIFICALLY IDENTIFIED ELSEWHERE IN THIS DOCUMENT.

10. SHOP DRAWINGS

- 10.1. SUBMIT SEPARATELY ONE (1) COPY OF ALL REVIEWED SHOP DRAWINGS, ORGANIZED AS PER SPECIFICATION SECTIONS.

THE ONTARIO PROVINCIAL STANDARD SPECIFICATIONS (OPSS) WHICH ARE PROVISIONS OF THIS PROJECT ARE:

DIVISION 1 - GENERAL CONDITIONS AND SPECIFICATIONS

- 100 NOTICE TO USERS OF OPSS 100 (GENERAL CONDITIONS OF CONTRACT)
102 WEIGHING OF MATERIALS
120 USE OF EXPLOSIVES
127 SCHEDULE OF RENTAL RATES FOR CONTRACTOR EQUIPMENT INCLUDING MODEL AND SPECIFICATION REFERENCE
180 MANAGEMENT OF EXCESS MATERIAL

DIVISION 2 - GENERAL GRADING

- 201 CLEARINGS, CLOSE CUT CLEARING, GRUBBING, AND REMOVAL OF SURFACE BOULDERS
206 GRADING

DIVISION 3 - PAVEMENT

- 310 HOT MIX ASPHALT
350 CONCRETE CURB AND GUTTER SYSTEMS

DIVISION 4 - DRAINAGE, WATERMAIN AND UTILITY

- 401 TRENCHING, BACKFILLING AND COMPACTING
402 EXCAVATING, BACKFILLING AND COMPACTING FOR MAINTENANCE HOLES, CATCHBASINS, DITCH INLETS AND VALVE CHAMBERS
403 ROCK EXCAVATION FOR PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT
407 MAINTENANCE HOLE, CATCH BASIN, DITCH INLET, AND VALVE CHAMBER INSTALLATION
410 PIPE SEWER INSTALLATION IN OPEN CUT
421 PIPE CULVER INSTALLATION IN OPEN CUT
441 WATERMAIN INSTALLATION IN OPEN CUT
442 CATHODIC PROTECTION OF NEW AND EXISTING WATERMAINS
490 SITE PREPARATION FOR PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT
491 PRESERVATION, PROTECTION AND RECONSTRUCTION OF EXISTING FACILITIES
492 SITE RESTORATION FOLLOWING INSTALLATION OF PIPELINES, UTILITIES AND ASSOCIATED STRUCTURES IN OPEN CUT

DIVISION 5 - GENERAL CONSTRUCTION

- 501 COMPACTING
506 DUST SUPPRESSANTS
510 REMOVAL
517 DEWATERING OF PIPELINE, UTILITY AND ASSOCIATED STRUCTURE EXCAVATION
518 CONTROL OF WATER FROM DEWATERING OPERATIONS
532 PAVEMENT MARKING
538 SUPPORT SYSTEMS
539 TEMPORARY PROTECTION SYSTEMS

DIVISION 7 - TRAFFIC SAFETY

- 706 TRAFFIC CONTROL SIGNING
710 PAVEMENT MARKING

DIVISION 8 - ENVIRONMENTAL AND LANDSCAPE

- 802 TOPSOIL
804 SEED AND COVER
805 TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES

DIVISION 9 - STRUCTURAL

- 902 EXCAVATING AND BACKFILLING - STRUCTURES
919 FORMWORK AND FALSEWORK

DIVISION 10 - AGGREGATES

- 1001 AGGREGATES - GENERAL
1002 AGGREGATES - CONCRETE
1003 AGGREGATES - HOT MIX ASPHALT
1004 AGGREGATES - MISCELLANEOUS
1006 AGGREGATES - SURFACE TREATMENT
1010 AGGREGATES - BASE, SUBBASE, SELECT SUBGRADE, AND BACKFILL MATERIAL

DIVISION 11 - BITUMENS

- 1150 HOT MIX ASPHALT

DIVISION 13 - CEMENT AND CONCRETE

- 1301 CEMENTING MATERIALS
1302 WATER
1303 AIR ENTRAINING AND CHEMICAL ADMIXTURES FOR CONCRETE
1308 JOINT FILLER IN CONCRETE
1352 PRECAST CONCRETE BARRIERS

DIVISION 17 - COATINGS

- 1712 ORGANIC SOLVENT BASED TRAFFIC PAINT
1713 THERMOPLASTIC PAVEMENT MARKING MATERIALS
1714 FIELD REACTED POLYMERIC PAVEMENT MARKING MATERIALS
1716 WATER-BORNE TRAFFIC PAINT

DIVISION 18 - PIPES AND ASSOCIATED DRAINAGE ITEMS

- 1841 NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE PRODUCTS
1842 PRESSURE POLYETHYLENE PIPE PRODUCTS
1850 FRAMES, GRATES, COVERS, AND GRATINGS
1853 RUBBER ADJUSTMENT UNITS FOR MAINTENANCE HOLES, CATCH BASINS, AND VALVE CHAMBERS
1860 GEOTEXTILES

THE ONTARIO PROVINCIAL STANDARD DRAWINGS (OPSD) WHICH ARE PROVISIONS OF THIS PROJECT ARE:

DIVISION 200 - GRADING

- 219.100 LIGHT DUTY STRAW BALE BARRIER
219.110 LIGHT DUTY SILT FENCE BARRIER
219.130 HEAVY DUTY SILT FENCE BARRIER
219.150 SANDBAG BARRIER
219.180 STRAW BALE FLOW CHECK DAM
219.190 SILT FENCE FLOW CHECK DAM
219.200 SANDBAG FLOW CHECK DAM
219.220 EXCAVATED SEDIMENT TRAP IN DITCH
219.230 CHUTE FOR EXCAVATED SEDIMENT TRAP
219.231 BERM BARRIER
219.260 DEWATERING TRAP
219.260 TURBIDITY CURTAIN
219.261 TURBIDITY CURTAIN SEAM DETAIL

DIVISION 300 - ENTRANCES

- 350.010 URBAN INDUSTRIAL, COMMERCIAL, AND APARTMENT ENTRANCES

DIVISION 700 - CATCH BASINS AND MANHOLES

- 701.010 PRECAST CONCRETE MAINTENANCE HOLE, 1200mm
708.020 SUPPORT FOR PIPE AT CATCH BASIN OR MAINTENANCE HOLE

DIVISION 800 - CULVERTS AND DRAINS

- 802.010 FLEXIBLE PIPE EMBEDMENT AND BACKFILL, EARTH EXCAVATION
802.013 FLEXIBLE PIPE EMBEDMENT AND BACKFILL, ROCK EXCAVATION
802.030 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 1 OR 2 SOIL - EARTH EXCAVATION
802.031 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 3 SOIL - EARTH EXCAVATION
802.032 RIGID PIPE BEDDING, COVER AND BACKFILL, TYPE 4 SOIL - EARTH EXCAVATION
802.033 RIGID PIPE BEDDING, COVER AND BACKFILL, ROCK EXCAVATION

DIVISION 1100 - WATERMAINS

- 1101.020 VALVE OPERATOR
1103.010 CONCRETE THRUST BLOCKS FOR TEES, PLUGS, AND HORIZONTAL BENDS
1103.020 CONCRETE THRUST BLOCKS FOR VERTICAL BENDS
1104.030 25 MM BLOW OFF INSTALLATION
1109.025 WATERPROOFING OF SPLICES

exp Services Inc.

Infrastructure Services - North Bay
173 Main Street East
North Bay, Ontario, Canada
P1B 1C2
Ph: 705 474 2720
Fax: 705 474 8515



www.exp.com

- BUILDINGS • EARTH & ENVIRONMENT • ENERGY •
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY •

CAUTION: DO NOT SCALE DRAWINGS.
THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCOMPLETE, INACCURATE, UNAUTHORIZED REPRODUCTION OR RELIANCE IN STRICTLY PROHIBITED. NOT PUBLISHED. ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS ALL RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
© exp, 2016

LEGEND
PROPERTY LINE
EX. EDGE OF PAVEMENT
PROPOSED EDGE OF PAVEMENT
EX. SANITARY SEWER
EX. SANITARY SEWER
PROPOSED SANITARY SEWER
EX. STORM SEWER
EX. STORM SEWER
PROPOSED STORM SEWER
EX. WATER MAIN
EX. WATER MAIN
PROPOSED WATER MAIN
HEAVY DUTY STYROFOAM SEWER
PIPE INSULATION
PROPOSED GAS LINE
EX. GAS LINE
EX. GAS LINE
PROPOSED HYDRO LINE
EX. HYDRO LINE
EXISTING/PROPOSED SANITARY MANHOLE
EXISTING/PROPOSED STORM MANHOLE
EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
WQU - WATER QUALITY UNIT
EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
EXISTING/PROPOSED STORM CATCH BASIN
EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
PROPOSED WATER SHUT-OFF
PROPOSED THRUST BLOCK
EXISTING/PROPOSED FIRE HYDRANT
PROPOSED SLOPE

Table with 4 columns: No., Revision, By, Date. Contains revision history for the drawing.

Table with 4 columns: No., Revision, By, Date. Contains revision history for the drawing.

ISSUED FOR APPROVALS

Professional Seal area containing a red circular seal for J.J.D. and a table for approval signatures and dates.

Project information section including Project Title (GREAT NORTHERN FAMILY HEALTH TEMISCAMING SHORES, ON), Project No. (NTB-0005189-00), Dwg. No. (C03), and Rev. No. (3).

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-0005189-00 - Great Northern Family Health\0 - Project Execution\2 - Design Drawings



Pronor Developments (T-Shores) Ltd.

**Great Northern Family Health
Shepherdson Road**

Type of Document
Stormwater Management Report

Project Number
NTB-00005189-00

Prepared By:
Exp Services Inc.
757 Main Street East
North Bay, ON P1B 1C2
Canada
T: +1.705.474.2720
F: +1.705.474.8515
www.exp.com

Date:
January 9, 2017

Pronor Developments (T-Shores) Ltd.

Great Northern Family Health

Type of Document:

Stormwater Management Report – Revision 1

Project Number:

NTB-00005189-00

Prepared By:

exp Services Inc.
757 Main Street East
North Bay, ON, P1B 1C2
Canada
T: +1.705.474.2720
F: +1.705.474.8515
www.exp.com

Jerry Dussault, P.Eng.
Civil Engineer, Project Manager

Date Submitted:
January 9, 2017

Legal Notification

This report was prepared by **exp** Services Inc.

Any use which a third party makes of this report, or any reliance on or decisions to be made based on it, are the responsibility of such third parties. **exp** Services Inc. accepts no responsibility for damages, if any, suffered by any third party as a result of decisions made or actions based on this project.

Table of Contents

Legal Notification.....	i
Table of Contents	iii
List of Figures	v
List of Tables.....	v
1 Site Description	1
1.1 Location	1
1.2 Present Land Use	1
1.3 Proposed Land Use	1
1.4 Site Composition	1
2 Existing Drainage	2
3 Proposed Land Use And Drainage	2
4 Stormwater Management Criteria	2
5 Stormwater Quantity Control	3
5.1 Runoff Coefficients	3
5.1.1 Pre-Development Runoff Coefficients	3
5.1.2 Post-Development Runoff Coefficients.....	3
5.2 Rainfall Intensity	4
5.3 Discharge.....	4
5.3.1 Model	4
5.3.2 Design Storms	4
5.3.3 Discretization	5
5.3.4 Models Parameters	6
5.3.5 Model Results	7
6 Storage Requirements	9
7 Storage Provided	9
8 Orifice Pipe Flow Calculation	10
9 Weir Flow Calculation	11
10 Quality Control.....	13

10.1	Stormwater Quality Grassed Swale Location	13
10.2	Stormwater Quality Grassed Swale Parameters	13
11	Sediment And Erosion Control	14
12	Conclusion	14
	Appendix A – Runoff Calculations.....	15
	Appendix B – Pre-Development Catchment Areas	18
	Appendix C – Post-Development Catchment Areas	19
	Appendix D – Grading Plan C01.....	20
	Appendix E – Storage Requirement Calculations.....	21
	Appendix F – Quality Control Swale Section.....	22
	Appendix G - Visual OTTHYMO Output Sheets	23
	Appendix H – Overall Post-Development Conditions.....	24

List of Figures

Figure 1. Proposed Site	1
Figure 2. Control Reservoir Discharge-Storage Curve for OTTHYMO Model	13
Figure 3. OTTHYMO layout for pre-development conditions.....	16
Figure 4. OTTHYMO layout for post-development conditions.....	17

List of Tables

Table 1. Existing and Proposed Site Composition	2
Table 2. Pre-Development Condition Runoff Coefficients	3
Table 3. Post-Development Condition Runoff Coefficients	3
Table 4. A & B Township of New Liskeard.....	4
Table 5. Initial Abstraction and Runoff Curve Numbers for NASHYDs (natural hydrographs)6	
Table 6. Natural Catchment Areas Land Use Breakdown (Pre-Development)	6
Table 7. Urban Catchment Areas Land Use Breakdown (Post-Development)	6
Table 8. Natural Catchment Area Land Use Breakdown (Post-Development)	7
Table 9. Model Results – MTO Corridor East Ditch Storm Peak Even Flow.....	7
Table 10. Model Results – Municipal Ditch Storm Peak Even Flow	8
Table 11. Model Results – Total Peak Flow	9
Table 12. Storage Iteration at Various Elevations	10
Table 13. Orifices Calculation Results	12
Table 14. Grassed Swale Parameters	14
Table 15. Input parameters (OTTHYMO) for pre-development conditions (Natural)	16
Table 16. Input parameters (OTTHYMO) for post-development conditions (Natural)	16
Table 17. Input parameters (OTTHYMO) for post-development conditions (Urban)	17

1 Site Description

1.1 Location

The proposed Great Northern Family Health Clinic building is to be located west of the existing *English Catholic Central School* and east of the *Highway 11 North* in New Liskeard, Ontario. Figure 1 shows the location of the proposed site. The legal description of the property is Part 1 of Plan 54R-5840 in the North Half Lot 6 Concession 1 of the Geographic Township of Dymond.

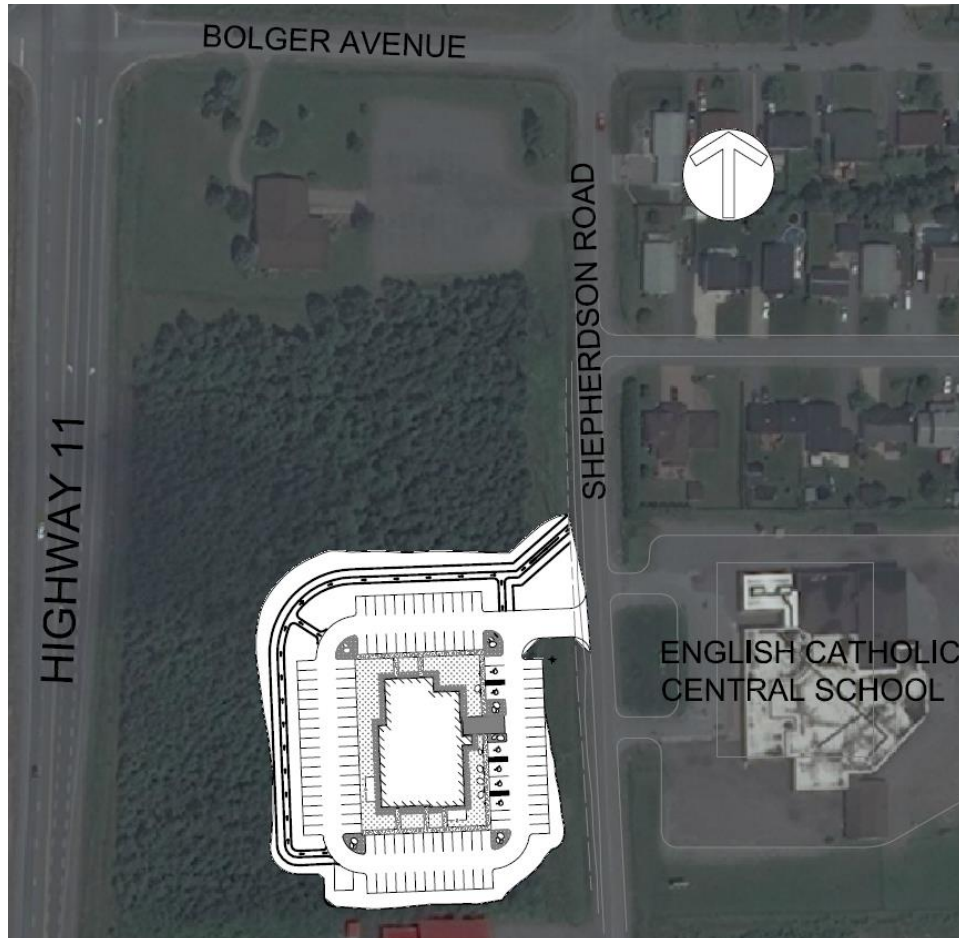


Figure 1. Proposed Site

1.2 Present Land Use

The site is presently unoccupied and generally covered in trees and granular material.

1.3 Proposed Land Use

Pronor Construction Ltd. intends on building a commercial building on this location.

1.4 Site Composition

The existing and proposed site composition is shown in Table 1. The subject site is approximately 2.21 hectares in size (22,096m²).

Table 1. Existing and Proposed Site Composition

Description	Existing [m ²]	Proposed [m ²]
Grass/Pasture	0	4,740
Granular	0	199
Woods	22,183	7,692
Roof	0	1,055
Pavement	0	4,201
Unimproved	0	4,297
Total	22,183	22,183

2 Existing Drainage

The site currently partially discharges into the MTO's Highway 11 ditch east of the highway. The remainder of the site drains northeast into a ditch located at the property boundary of the site. This ditch then discharges into the MTO's Highway 11 ditch. This storm runoff then travels north through a series of ditches and culverts to eventually enter the Wabi River, which is tributary to Lake Temiskaming. For details on the existing catchment areas for the site, see SWM1 in Appendix B. Refer to SWM3 in Appendix H for the drainage route to Lake Temiskaming.

3 Proposed Land Use And Drainage

Pronor Construction Ltd. intends to develop the property to accommodate a new Family Health Clinic facility with a parking lot. The site is to be re-graded to ensure that the developed land is self-contained in terms of storm water runoff. Catchment Area C204 will remain unimproved and continue to drain into the MTO road ditches. The remainder of the property will be enclosed in the proposed stormwater collection system which includes three spillways into a quality and quantity outlet controlled grassed swale. The total developed land catchment area for the post-development conditions will be 10,194m² (excluding Catchments Areas C204). The proposed development will increase the site's runoff coefficient by 68% from 0.25 to 0.42. Refer to Appendix C for details on the post-development catchment areas.

Once the stormwater generated by catchment areas C201 to C203 is released from the storage swale, it enters the township of New Liskeard's ditches. The stormwater generated by catchment area C204 travels over land to the ditch located at the property line north of the proposed development. Both of these flows then agglomerate at the intersection of Bolger Avenue and Highway 11 North. From this point, the stormwater runoff follows the same path of travel to Lake Temiskaming as described in Section 2.

The proposed storm water collection system is designed to match the existing storm runoff flows, therefore none of the culverts or ditches downstream of this development will be affected or need re-sizing.

4 Stormwater Management Criteria

The following criteria were used to develop the storm water management plan models.

- The post-development condition flow for the 2, 5, 10, 25, 50, 100 year storms and the regional storm (Timmins Storm) must not exceed the pre-development condition flows.
- A minimum time of concentration of 10 minutes was used to calculate the various flow rates.

- Visual OTTHYMO software was used to calculate the maximum flow for the 2, 5, 10, 25, 50, 100 year storms for the pre-development and post-development conditions.

5 Stormwater Quantity Control

Under normal circumstances, a site is required to be designed so that the post-development condition flow for the 2, 5, 10, 25, 50, 100 year storms, the Chicago 25mm 4 hours storm as well as the Timmins regional storm do not exceed the pre-development condition flows.

5.1 Runoff Coefficients

The overall runoff coefficients for the pre-development and post-development conditions were calculated based on the various land types. The runoff coefficient is the ratio of the amount of water that is not absorbed by the surface to the total amount of water that falls during a rainstorm.

5.1.1 Pre-Development Runoff Coefficients

The overall runoff coefficient for the pre-development condition was calculated based on the various land types. Table 2 shows the various land types with their associated areas and runoff coefficient.

Table 2. Pre-Development Condition Runoff Coefficients

Description	Area [m ²]	Runoff Coefficients
Woods	22,183	0.25
	Total: 22,183	Composite: 0.25

The runoff coefficient values were taken from the *MTO Drainage Management Manual - Design Charts 1.07*. The pre-development composite runoff coefficient for the site is calculated as the weighted average of the different areas of land types.

Pre-Development Composite Runoff C Calculation:

$$C = \frac{22,183 \times 0.25}{22,183} = 0.25$$

5.1.2 Post-Development Runoff Coefficients

The overall runoff coefficient for the post-development condition was calculated based on the various land types. Table 3 shows the various land types with their associated areas and runoff coefficient.

Table 3. Post-Development Condition Runoff Coefficients

Description	Area [m ²]	Runoff Coefficients
Grass	4,741	0.28
Granular	199	0.60
Woods	7,692	0.25
Roof	1,057	0.90
Pavement	4,201	0.90
Unimproved	4,297	0.30
	Total: 22,183	Composite: 0.42

The runoff coefficient values were taken from the *MTO Drainage Management Manual - Design Charts 1.07 and Chart 1.09*. The post-development composite runoff coefficient for the site is calculated as the weighted average of the different areas of land types.

Post-Development Composite Runoff C Calculation:

$$C = \frac{4,741 \times 0.28 + 199 \times 0.60 + 7,692 \times 0.25 + 1,057 \times 0.90 + 4,201 \times 0.90 + 4,297 \times 0.30}{22,183} = 0.42$$

5.2 Rainfall Intensity

The Rainfall Intensity-Duration-Frequency (IDF) curves for Timiskaming Shore (taken from the *MTO IDF Curve Look-Up* which derives its values based on approximate latitude and longitude coordinate of the region) were used to calculate the peak flow rates for the pre-development and post-development conditions. The curves approximate the intensity of rain during a design storm. Rainfall intensities for the 2, 5, 10, 25, 50 and 100-year design storm events are presented in Table 4. A minimum time of concentration (t_c) of 10 minutes was used to determine the runoff.

Rainfall intensity calculation formula:

$$I = At^B$$

Where: I – Rainfall intensity (mm/hr)
 A, B – IDF Storm Coefficients
 t – single storm event duration (hr)

Table 4. A & B Coefficients for New Liskeard

Storm Event Return Period	Coefficient A	Coefficient B
2-year	18.9	-0.690
5-year	25.6	-0.694
10-year	30.0	-0.696
25-year	35.5	-0.696
50-year	39.7	-0.699
100-year	43.7	-0.699

5.3 Discharge

5.3.1 Model

The pre-development and post-development conditions were hydrologically modeled using the Visual OTTHYMO (Version 2.2) computer software. Given a rainfall event, Visual OTTHYMO calculates peak runoff flows and rainwater volumes for a predefined catchment area. This Visual OTTHYMO model makes use of the NASHYD (natural hydrographs) and STANDHYD (urban hydrographs) routines for calculating hydrographs for rural or undeveloped areas and urban developed areas. The details on how the model parameters were determined are provided in the sections below.

5.3.2 Design Storms

The rainfall events are based on the latest Region of Temiskaming Shores storm data. The following rainfall events have been modeled:

- 4-hour Chicago rainfall distributions for the 2, 5, 10, 25, 50 and 100-year storm events;
- 25 mm 4-hour Chicago rainfall distribution; and

- Timmins Regional Storm (the regional storm for the Temiskaming Shores area).

5.3.3 Discretization

The site has been divided into discrete storm catchment areas for the purpose of hydrologic modeling of the pre-development and post-development conditions. The pre-development and post-development catchment areas are illustrated on Drawings SWM1 and SWM2 (Appendices B and C).

The time to peak, t_p , was estimated by using the Airport Equation or the Bransby-Williams Formula for calculating time to concentration, t_c . The equations are used as follows:

Airport Equation (Used if C value is less than 0.4)

$$t_c = \frac{3.26 \times (1.1 - C) \times L^{1/2}}{S_w^{1/3}}$$

Where:

- t_c is the time to concentration for the hydrograph (min)
- C is the runoff coefficient
- L is the watershed length (m)
- S_w is the watershed slope (%)

Bransby-Williams Formula (Used if C value is greater than 0.4)

$$t_c = \frac{0.057 \times L}{S_w^{0.2} \times A^{0.1}}$$

Where:

- t_c is the time to concentration for the hydrograph (min)
- L is the watershed length (m)
- S_w is the watershed slope (%)
- A is the watershed area (ha)

The time to peak required in the Visual OTTHYMO model is estimated as 66% of time of concentration. The time to peak should not be less than the interval time of the hyetograph for the design storm. The catchment timestep (DT) is to be 1/5 of the time to peak (t_p), but not less than 2.0 minutes.

5.3.4 Models Parameters

Initial Abstraction (IA) and Runoff Curve Number (CN) are used in the pre-development and post-development models. The numbers in Table 5 were taken from the *MTO Drainage Management Manual - Design Charts 1.09* for a soil type described as lacustrine, calcareous clay with imperfect drainage overlying silty clay which is classified as a Type BC hydrologic soil group.

Table 5. Initial Abstraction and Runoff Curve Numbers for NASHYDs (natural hydrographs)

Land Use or Surface	CN	IA [mm]
Pasture	71	5
Granular	98	2
Woods	71	10
Roof	98	2
Pavement	98	2
Unimproved	71	5

The site was delineated into single catchment areas C101 for pre-development modeling to calculate the pre-development runoff. Table 6 indicates the parameters for the natural hydrographs (NASHYD).

Table 6. Natural Catchment Areas Land Use Breakdown (Pre-Development)

Catchment Area	Woods Area (ha)	Weighted		
		CN	IA (mm)	RC
C101	2.21	71.0	10.0	0.25

The pre-development catchment areas are shown in drawing SWM1 in Appendix B.

For the post-development modeling, the site was delineated into catchment areas C201 to C204. This was done to size the proposed quality and quantity orifice controlled grassed swale and determine the amount of storage required for excess stormwater runoff. Table 7 indicates the parameters for the urban hydrographs (STANHYD) while Table 8 shows the parameters for the natural hydrographs (NASHYD). Note that C204 was modeled as a natural hydrographs (NASHYD) as the area's parameters fit those of a natural hydrographs (fully vegetated tree covered area).

Table 7. Urban Catchment Areas Land Use Breakdown (Post-Development)

Catchment Area	Grass Area [ha]	Granular Area [ha]	Roof Area [ha]	Pavement Area [ha]	Weighted	
					RC	TIMP (%)
C201	0.18	≤ 0.01	0.03	0.10	0.55	49
C202	0.13	≤ 0.01	0.02	0.11	0.60	57
C203	0.17	0.01	0.05	0.22	0.66	66

Refer to section 5.3.5 for model results. The post-development catchment areas are provided in Appendix C.

Table 8. Natural Catchment Area Land Use Breakdown (Post-Development)

Catchment Area	Woods Area (ha)	Unimproved Area (ha)	Weighted		
			CN	IA (mm)	RC
C204	0.77	0.43	71.5	8.3	0.27

5.3.5 Model Results

The model for the site was divided into two checkpoints; flows discharging directly into the Highway 11 east ditch and flows discharging into the Temiskaming Shores municipal ditch east of the property line along Shepherdson Road.

Table 9 indicates that the peak flow rates discharging into the Highway 11 ditch on the west side of the site for the proposed development are smaller than the pre-development flow rates. It also indicates that the catchment area discharging towards the Highway 11 is reduced from 2.21 to 1.19 hectares.

Table 9. Model Results – MTO Corridor East Ditch Storm Peak Even Flow

MTO Corridor Storm Peak Event Flow (m3/s)							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	2.21	0.02	0.05	0.07	0.10	0.13	0.16
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.20					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	1.19	0.01	0.02	0.03	0.05	0.06	0.07
25 mm Chicago Storm	1.19	0.01					
Timmins Storm	1.19	0.10					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	1.19	0.01	0.02	0.03	0.05	0.06	0.07
25 mm Chicago Storm	1.19	0.01					
Timmins Storm	1.19	0.10					

Table 10 indicates that the peak flow rates discharging into the municipal ditch with attenuation for the proposed development are greater than the pre-development flow rates.

Table 10. Model Results – Municipal Ditch Storm Peak Even Flow

Municipal Ditch Storm Peak Event Flow (m³/s)							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	0.00	0.00	0.00	0.00	0.00	0.00	0.00
25 mm Chicago Storm	0.00	0.00					
Timmins Storm	0.00	0.00					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	1.02	0.15	0.21	0.25	0.29	0.33	0.36
25 mm Chicago Storm	1.02	0.08					
Timmins Storm	1.02	0.10					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	1.02	0.01	0.02	0.03	0.04	0.04	0.06
25 mm Chicago Storm	1.02	0.00					
Timmins Storm	1.02	0.09					

Table 11 indicates that the total peak flow rates discharging towards both Highway 11 and municipal ditches. For the proposed development total flows are greater than the pre-development flow rates. However, with the introduction of an orifice pipe, flow controlled weir and surface swale storage, it is possible to contain the stormwater and to release at flows equal or smaller then to the pre-development conditions.

Table 11. Model Results – Total Peak Flow

Total Peak Event Flow (m ³ /s) – Site Total							
	Area (ha)	Storm Distribution					
Return Period (years)		2	5	10	25	50	100
Pre-Development Condition							
Chicago Storm Distribution	2.21	0.02	0.05	0.07	0.10	0.13	0.16
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.20					
Post Development Condition (without attenuation)							
Chicago Storm Distribution	2.21	0.16	0.23	0.28	0.34	0.39	0.44
25 mm Chicago Storm	2.21	0.09					
Timmins Storm	2.21	0.20					
Post Development Condition (with attenuation)							
Chicago Storm Distribution	2.21	0.02	0.05	0.06	0.09	0.10	0.13
25 mm Chicago Storm	2.21	0.01					
Timmins Storm	2.21	0.19					

More details on pre-development and post-development model inputs are available in Appendix A and in the Visual OTTHYMO output files in Appendix G.

6 Storage Requirements

The on-site storage requirement calculated with Visual OTTHYMO for the Timmins design storm is 387m³ as per the “MAXIMUM STORAGE USED” under Simulation 8 in Appendix E. The software compares the flow held back by the orifice pipes and broad-crested weir to the volume of storage required. The flow reduction is directly proportional to the storage requirements. Refer to Appendix E for storage requirement calculations and results.

7 Storage Provided

In order to contain the post-development peak flows, an orifice pipe (200mm in diameter) and a broad crested weir are place downstream of catchment areas C201 to C203 at the northeast corner of the property. The largest required storage for a design storm is 387m³ for the Timmins storm.

The new swale provides 420m³ of storage. This allows the system to meet the requirements for the 2-100 year design storms as well as the Timmins storm.

The storage is iterated in 0.05m increments from the bottom of the swale to the top bank of the swale. The storage iteration results are shown in Table 12. The orifice pipe invert elevation is set to be 0.53m above the bottom of the swale at an elevation of 256.24 while the weir is set to be 0.90m above the bottom of the swale.

Table 12. Storage Iteration at Various Elevations

Ponding Elevation	Storage Volume	
	Volume in 0.05m Layer [m ³]	Cumulative Volume [m ³]
255.71	0.00	0.00
255.76	8.46	8.46
255.81	10.20	18.66
255.86	11.16	29.82
255.91	12.13	41.95
255.96	13.09	55.04
256.01	14.06	69.10
256.06	15.02	84.12
256.11	16.01	100.13
256.16	16.98	117.11
256.21	17.96	135.07
256.26	18.96	154.03
256.31	20.36	174.39
256.36	22.15	196.54
256.41	24.19	220.73
256.46	26.45	247.18
256.51	28.97	276.15
256.56	31.63	307.78
256.61	34.35	342.13
256.66	37.27	379.40
256.71	40.19	419.59

8 Orifice Pipe Flow Calculation

A common method used to reduce the post-development peak flows is to use one or multiple orifice pipes as a choke point in the system. For this development, a 200mm diameter pipe at an invert of 256.24 partnered with a broad-crested weir (see section 9 for additional detail on the weir) is designed to contain the flows discharging into the municipal ditch of Shepherdson Road. The orifice pipe are to be located downstream of quality and quantity control grassed swale. The orifice size and invert was calculated using the following equations and the results shown in Table 13. The storage column is taken from Table 12.

Orifice outflow equation when the ponding elevation is below the orifice centroid taken from the LSRCA Technical Guidelines for Stormwater Management Submissions

$$Q_{orifice} = \left(\left(0.494 \left(\frac{H}{D/1000} \right) \right)^{1.57} - 0.04 \left(\frac{H}{D/1000} \right)^{0.5} \right) \times 0.62 \times \sqrt{g} \times D^{5/2}$$

Where:

- Q is the outflow (m³)
- D is the diameter of the orifice opening (m)
- g is the gravitational force of 9.81m/s²
- H is the head measured from the ponding elevation to the centroid of the orifice (m)

Orifice outflow equation when the ponding elevation is above the orifice centroid

$$Q_{orifice} = 0.62A\sqrt{(2gH)}$$

Where:

- Q is the outflow (m³)
- A is the area of the orifice opening (m²)
- g is the gravitational force of 9.81m/s²
- H is the head measured from the ponding elevation to the centroid of the orifice (m)

9 Weir Flow Calculation

An additional method commonly used to reduce the post-development peak flows is the manipulation of the shape of a weir or multiple weirs set as choke points in the system. For this development, a weir with a flow release elevation of 256.61. The bank was placed at the end of the proposed quality and quantity control grassed swale. The necessary weir elevation was calculated using the following equation and the results are shown in Table 13. The storage column is taken from Table 12.

Weir outflow equation and discharge coefficient equations are taken from the LSRCA Technical Guidelines for Stormwater Management Submissions

$$Q_{weir} = CLH^{3/2}$$

Where:

- Q is the outflow (m³)
- C is the discharge coefficient (m^{3/2}s⁻¹)
- L is the length of the weir (m)
- H is the head measured from the weir elevation to the top of the water pooling in the swale (m)

The discharge coefficient C was obtained following this equations:

$$C = (2/3)^{\frac{3}{2}} g^{\frac{1}{2}} = 1.705$$

Where:

- g is the gravitational force of 9.81m/s²

Table 13. Orifices Calculation Results

Ponding Elevation	Storage [m ³]	Water Depth [m]	Q _{orifice} [m ³ /s]	Q _{weir} [m ³ /s]	Q _{total} [m ³ /s]
255.71	0.00	0.00	0.000	0.000	0.000
255.76	8.46	0.05	0.000	0.000	0.000
255.81	18.66	0.10	0.000	0.000	0.000
255.86	29.82	0.15	0.000	0.000	0.000
255.91	41.95	0.20	0.000	0.000	0.000
255.96	55.04	0.25	0.000	0.000	0.000
256.01	69.10	0.30	0.000	0.000	0.000
256.06	84.12	0.35	0.000	0.000	0.000
256.11	100.13	0.40	0.000	0.000	0.000
256.16	117.11	0.45	0.000	0.000	0.000
256.21	135.07	0.50	0.000	0.000	0.000
256.26	154.03	0.55	0.000	0.000	0.000
256.31	174.39	0.60	0.002	0.000	0.002
256.36	196.54	0.65	0.012	0.000	0.012
256.41	220.73	0.70	0.023	0.000	0.023
256.46	247.18	0.75	0.030	0.000	0.030
256.51	276.15	0.80	0.036	0.000	0.036
256.56	307.78	0.85	0.040	0.000	0.040
256.61	342.13	0.90	0.045	0.000	0.045
256.66	379.40	0.95	0.049	0.038	0.087
256.71	419.59	1.00	0.052	0.108	0.160

The data in the column 2 (storage in m³) and 6 (Q_{total} in m³/s) in Table 13 is summarized and entered into the Visual OTTHYMO model as control reservoir in the stormwater sewer system as shown in Figure 2 below. Below is the control reservoir Discharge to Storage curve generated by the OTTHYMO software.

The storage is added to the model and the simulation is run again. The results of the addition of orifice pipes are shown in the bottom section of Table 9, 10 and 11.

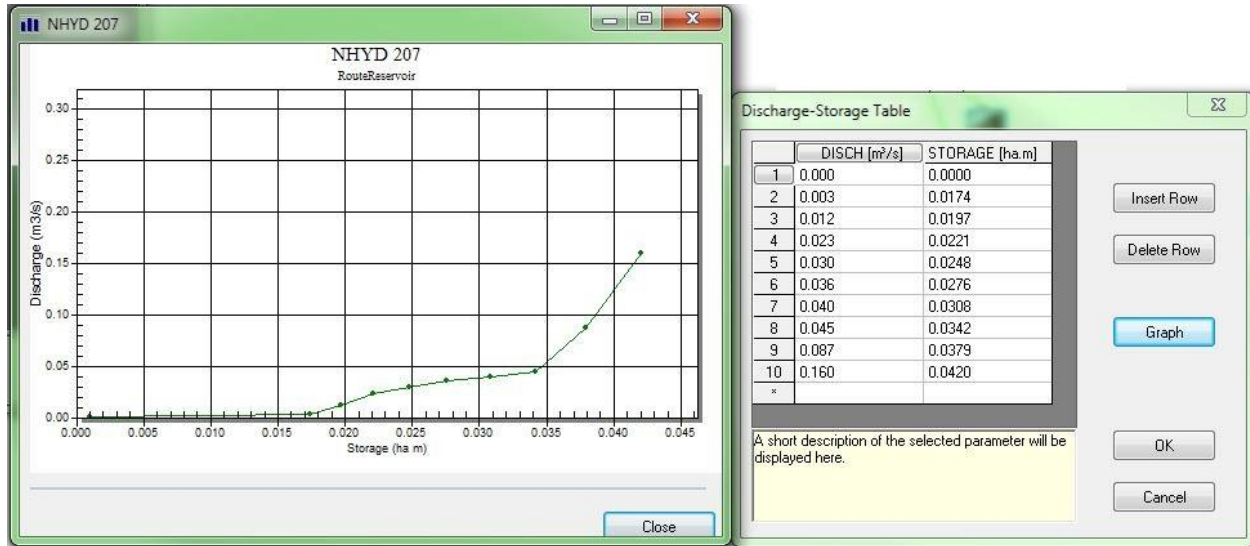


Figure 2. Control Reservoir Discharge-Storage Curve for OTTHYMO Model

10 Quality Control

The stormwater agglomerates into the swales located through the three outlets found at the southwest, northwest and northeast of the site. The swale then discharges into the municipal ditch. This ditch discharges through a series of larger ditches along the MTO corridor and culverts to finally outlets into the Wasi River. The Wasi River is tributary to Lake Temiskaming. Stormwater quality control is provided by the geometry and grading of the proposed swale as per the MOE SWM Planning & Design Manual.

10.1 Stormwater Quality Grassed Swale Location

A shallow wide grassed swale with a gentle slope will be constructed to remove impurities and restrict flow from the proposed development. The swale will be constructed along the west and north end of the development to ensure any runoff from the proposed development is contained and controlled through the swale. This swale is downstream of catchment areas C201-C203.

10.2 Stormwater Quality Grassed Swale Parameters

A 167m long grassed swale will be constructed to provide stormwater quality control. Table 14 shows the minimum grassed swale requirements which are compared to the proposed grassed swale. The design guidelines have been established for the Chicago 25mm 4 hour design storm runoff flow as per the MOE SWM Planning & Design Manual.

Table 14. Grassed Swale Parameters

	MOE SWM Planning & Design Manual Grassed Swale Guidelines	Proposed Grassed Swale
Maximum Drainage Area for 75% Imperviousness [ha]	2.00	1.13
Bottom Width [m]	≥ 0.75	2.00
Channel Slope [%]	≤ 1.00	Average of 0.83
Flow Velocity [m/s]	≤ 0.50	0.21
4 hour 25mm Chicago Flow [m ³ /s]	≤ 0.15	0.09

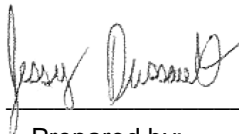
11 Sediment And Erosion Control

During construction, silt will be prevented from entering the existing ditches surrounding the site by the use of silt fences along the perimeter of the site. Wherever required, a sediment control fence will be erected and maintained around the site perimeter within property limits. At the access points to the site, mud mats, constructed of crusher run material, will be required to prevent silt from being carried or washed onto the roadways. Silt fences, dams and mud mats will be removed after construction has been completed.

12 Conclusion


This stormwater management report details the proposed methods for accommodating run-off from the subject site, as well as outlining run-off quality control measures. Based on the preceding analysis, it is our opinion that post-development peak flows from the subject site will not cause any adverse effects on the downstream land.

Sincerely,
exp Services Inc.



Prepared by:

Jessy Dussault,
 Civil EIT



Approved by:

Jerry Dussault, P.Eng
 Civil Engineer

Appendix A – Runoff Calculations

Table 15. Input parameters (OTTHYMO) for pre-development conditions (Natural)

Catchment	Area (ha)	L (m)	S (%)	CN	IA (mm)	RC	tp (hr)	DT (min)
C101	2.21	257.73	3.9	71.0	10.0	0.25	0.31	3.8
Simulation time step increment [DT] = 10 mins; Weather Flow [DWF] = 0m ³ /s; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation								



Figure 3. OTTHYMO layout for pre-development conditions

Table 16. Input parameters (OTTHYMO) for post-development conditions (Natural)

Catchment	Area (ha)	L (m)	S (%)	CN	IA (mm)	RC	tp (hr)	DT (min)
C204	1.19	196	3.0	71.5	8.3	0.27	0.29	3.5
Simulation time step increment [DT] = 10 mins; Weather Flow [DWF] = 0m ³ /s; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation								

Table 17. Input parameters (OTTHYMO) for post-development conditions (Urban)

Area ID	Area [ha]	XIMP	TIMP	Average slope of pervious area [%]	Overland flow length of pervious area [m]	Average slope of impervious area [%]	Overland flow length of impervious area [m]
201	0.30	0.494	0.494	25.9	110	2.2	104
202	0.26	0.565	0.565	22.0	97	2.9	102
203	0.45	0.663	0.663	12.0	70	2.7	88

Simulation time step increment [DT] = 2 mins; Dry Weather Flow [DWF] = 0m³/s; LOSS calculated with *Horton's Equation*; Manning's roughness coefficient for pervious area [MNP] = 0.25; Storage coefficient for linear reservoir of the previous area [SCP] = 0 hr; Available depression storage over the impervious area [DPSI] = 2mm; LGI calculated with the following formula $A=1.5(LGI)^2$; Manning's roughness coefficient for impervious area [MNP] = 0.013; Storage coefficient for linear reservoir of the impervious area [SCI] = 0 hr; Please note that catchment areas with no pervious areas were simulated with an average slope of 100% over a distance 0.1m to minimize the effects on the overall simulation

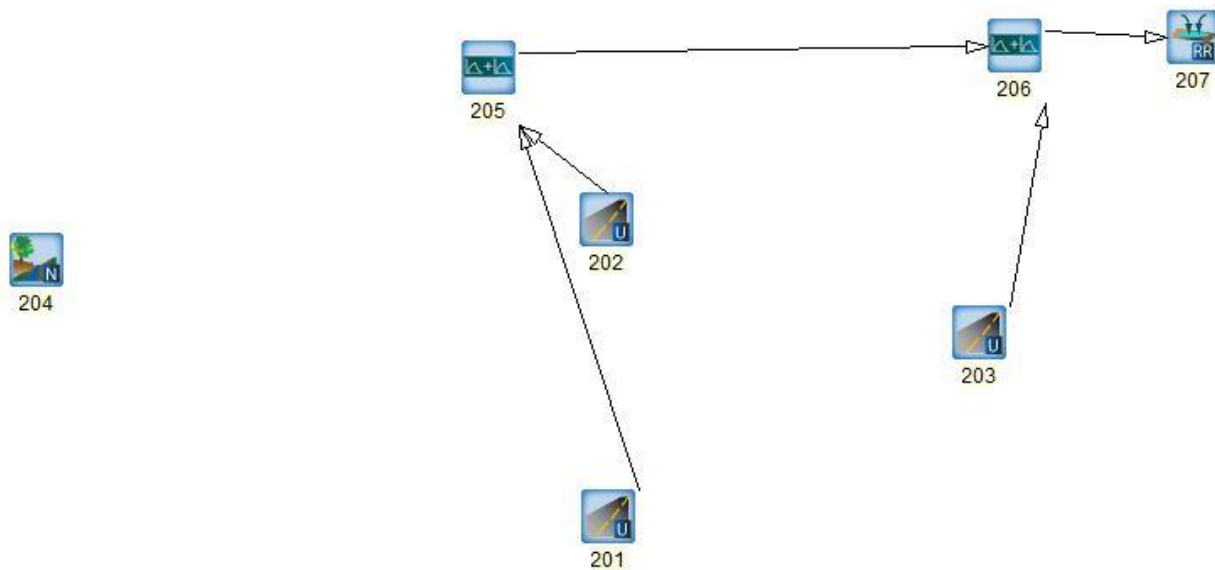
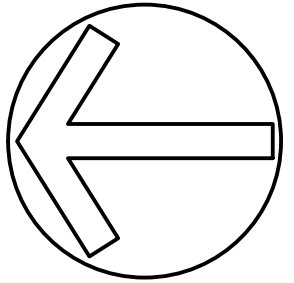


Figure 4. OTTHYMO layout for post-development conditions

Appendix B – Pre-Development Catchment Areas



SHEPERDSON ROAD

Catchment Area **C101**

Area (ha) 0.02 | 0.12

Runoff Coefficient

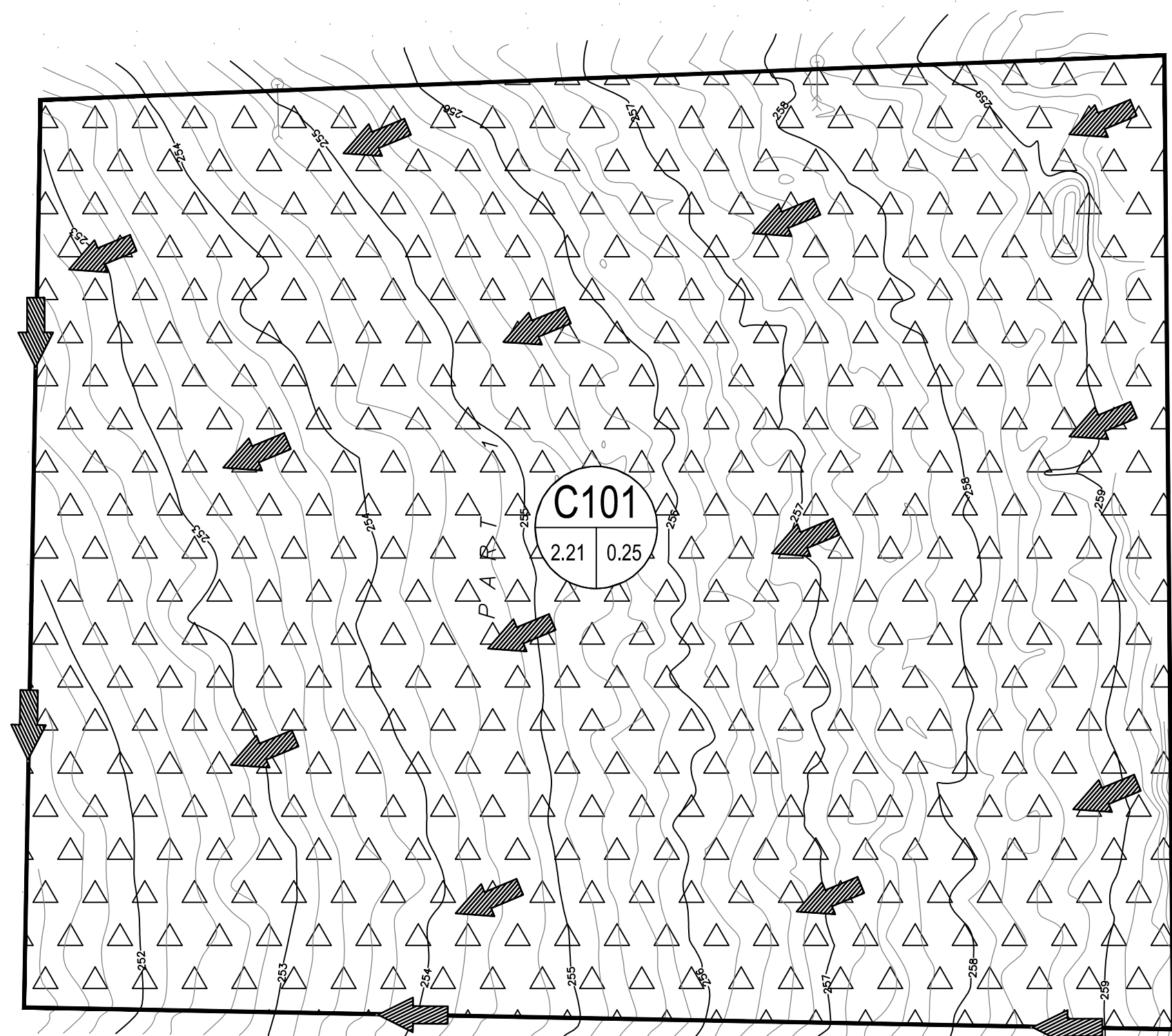
Pasture/Grass/River Stones

Granulars

Pavement

Roof

Forest/Trees



HIGHWAY 11 NORTH

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	J.D.P.	J.J.D.
0	ISSUED FOR SWM REPORT	JUN 2016	J.J.D.	J.J.D.

CAUTION: DO NOT SCALE DRAWINGS.

THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

© exp, 2016

TITLE: Stormwater Management - Pre Development Conditions

PROJECT: Great Northern Family Health Team
New Liskeard, ON

CLIENT: Pronor Developments T-Shores

exp Services Inc.
1.705.474.2720 T. 1.705.474.1.15
757 Main Street East
North Bay, ON P1B 1C2
Canada
www.exp.com

• BUILDINGS • EARTH • ENVIRONMENT • ENERGY
• INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

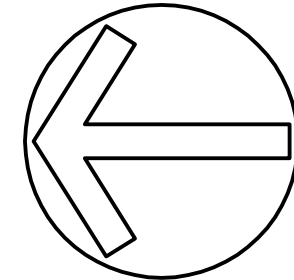
exp.

DRAWN: J.D.P. DESIGN: J.D.P. SCALE: 1:750

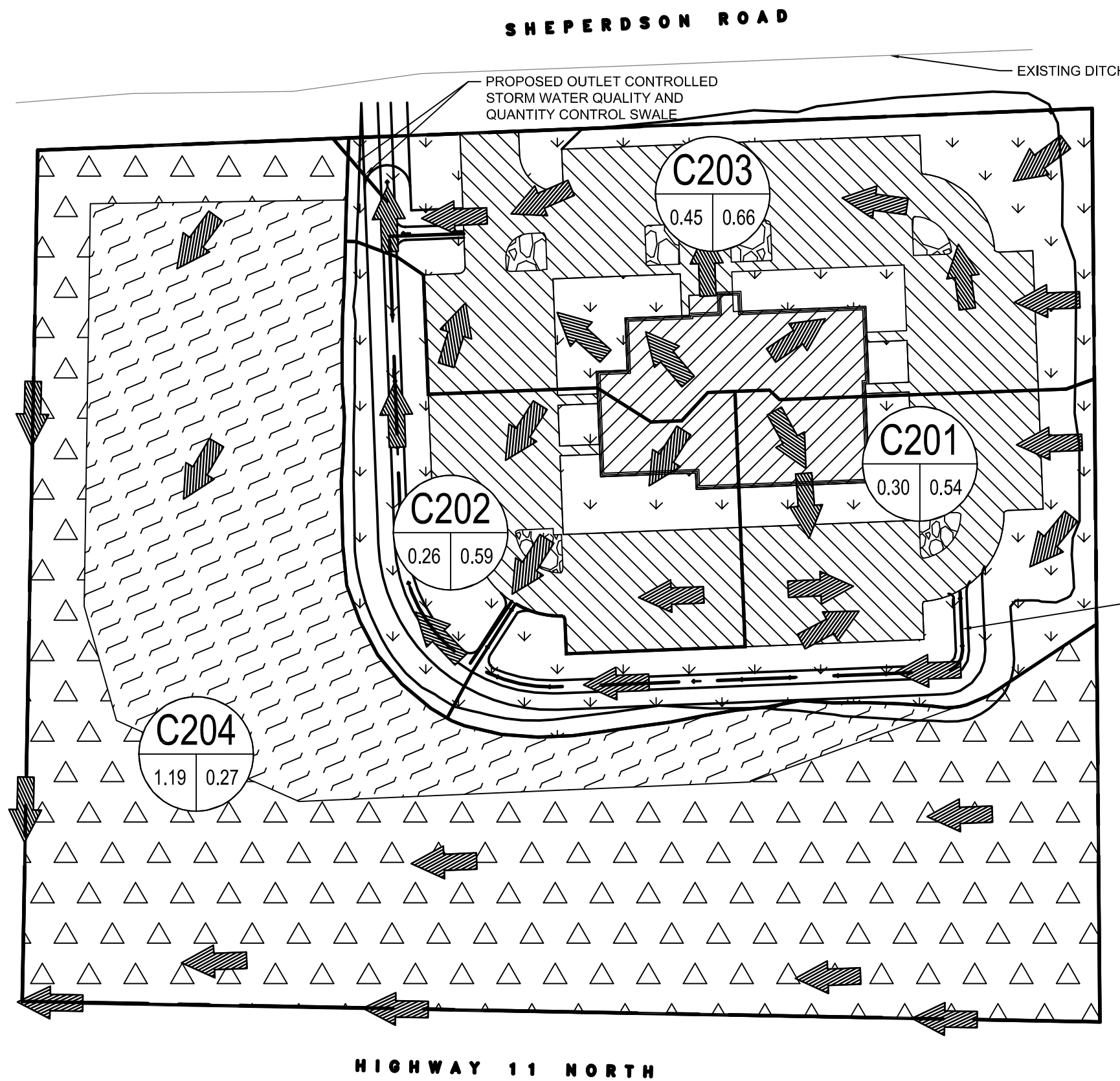
PROJECT No.: NTB-000051-00 SWM01

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health - Project Execution2 - Design Drawings\T GNFHT Grading - J.D JUN 11 2016.dwg 2016-06-20

Appendix C – Post-Development Catchment Areas



Catchment Area	C101
Area (ha)	0.02 0.12
Runoff Coefficient	
Pasture/Grass/River Stones	
Granulars	
Pavement	
Roof	
Forest/Trees	
Unimproved	



HIGHWAY 11 NORTH

J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project Execution\2 - Design Drawings\T-GNFHT Grading - JUD DEC 02 2016.dwg 2017-01-09

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	JDP	JJD
0	ISSUED FOR SWM REPORT	JUNE 2016	JJD	JJD
1	REVISED FOR SWM REPORT	JAN. 2017	JJD	JJD

CAUTION: DO NOT SCALE DRAWINGS.

THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

© exp, 2017

TITLE:	Stormwater Management - Post Development Conditions
PROJECT:	Great Northern Family Health Team New Liskeard, ON
CLIENT:	Pronor Developments (T-Shores)

exp Services Inc. <small>1: +1.705.474.2720 1: +1.705.474.1815 757 Main Street East North Bay, ON P1B 1C2 Canada www.exp.com</small>		<small>• BUILDINGS • EARTH & ENVIRONMENT • ENERGY • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY</small>
DRAWN: J.J.D.	DESIGN: J.J.D.	SCALE:
PROJECT No.: NTB-00005189-00		SWM02

Appendix D – Grading Plan C01



CAUTION: DO NOT SCALE DRAWINGS.
 THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR IMPROPER SCALING. UNAUTHORIZED REPRODUCTION OR USE IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.
 © exp, 2016


LEGEND

- PROPERTY LINE
- EX. EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- SAN --- EX. SANITARY SEWER
- SAN --- PROPOSED SANITARY SEWER
- STM --- EX. STORM SEWER
- STM --- PROPOSED STORM SEWER
- W --- EX. WATER MAIN
- W --- PROPOSED WATER MAIN
- SAN --- STM --- HEAVY DUTY STYROFOAM SEWER PIPE INSULATION
- GAS --- EX. GAS LINE
- GAS --- PROPOSED GAS LINE
- HYD --- EX. GAS LINE
- HYD --- PROPOSED HYDRO LINE
- HYD --- EX. HYDRO LINE
- EXISTING/PROPOSED SANITARY MANHOLE
- EXISTING/PROPOSED STORM MANHOLE
- ⊕ EXISTING/PROPOSED STORM MANHOLE CATCH BASIN
- ⊕ WQU - WATER QUALITY UNIT
- ⊕ EXISTING/PROPOSED STORM DOUBLE MANHOLE CATCH BASIN
- ⊕ EXISTING/PROPOSED STORM CATCH BASIN
- ⊕ EXISTING/PROPOSED STORM DOUBLE CATCH BASIN
- ⊗ PROPOSED WATER SHUT-OFF
- ▶ PROPOSED THRUST BLOCK
- EXISTING/PROPOSED FIRE HYDRANT
- 1.2% PROPOSED SLOPE
- ×225.52

3	ISSUED FOR APPROVALS	J.J.D.	Nov 30th, 2016
2	REVISION TO SWM SWALE	J.J.D.	Sept 08th, 2016
1	ISSUED FOR CIVIL ADDENDUM 01	J.J.D.	July 08th, 2016
0	ISSUED FOR PERMIT / TENDER	J.J.D.	June 1st, 2016
No.	Revision	By:	Date

ISSUED FOR APPROVALS

Professional Seal



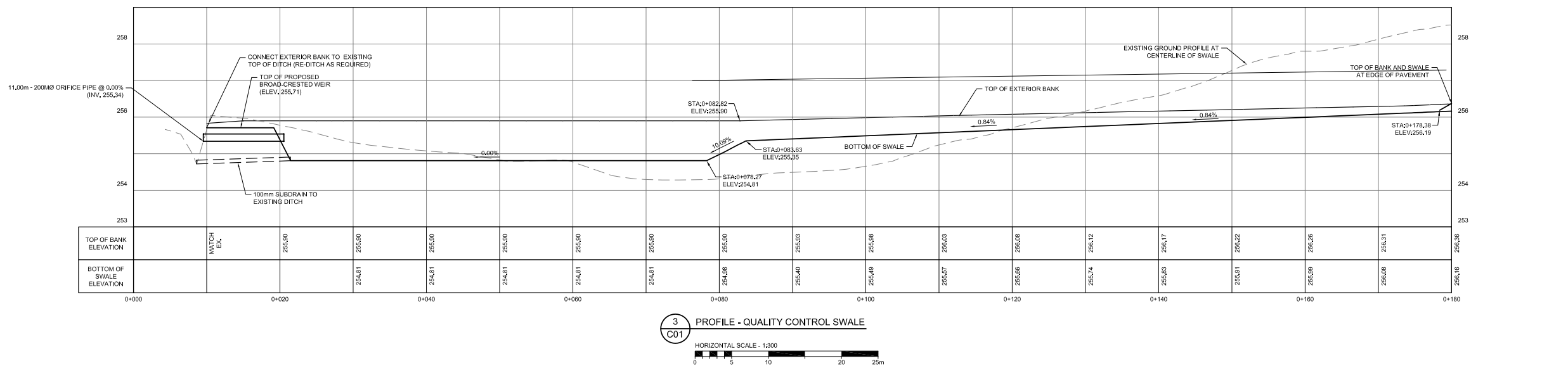
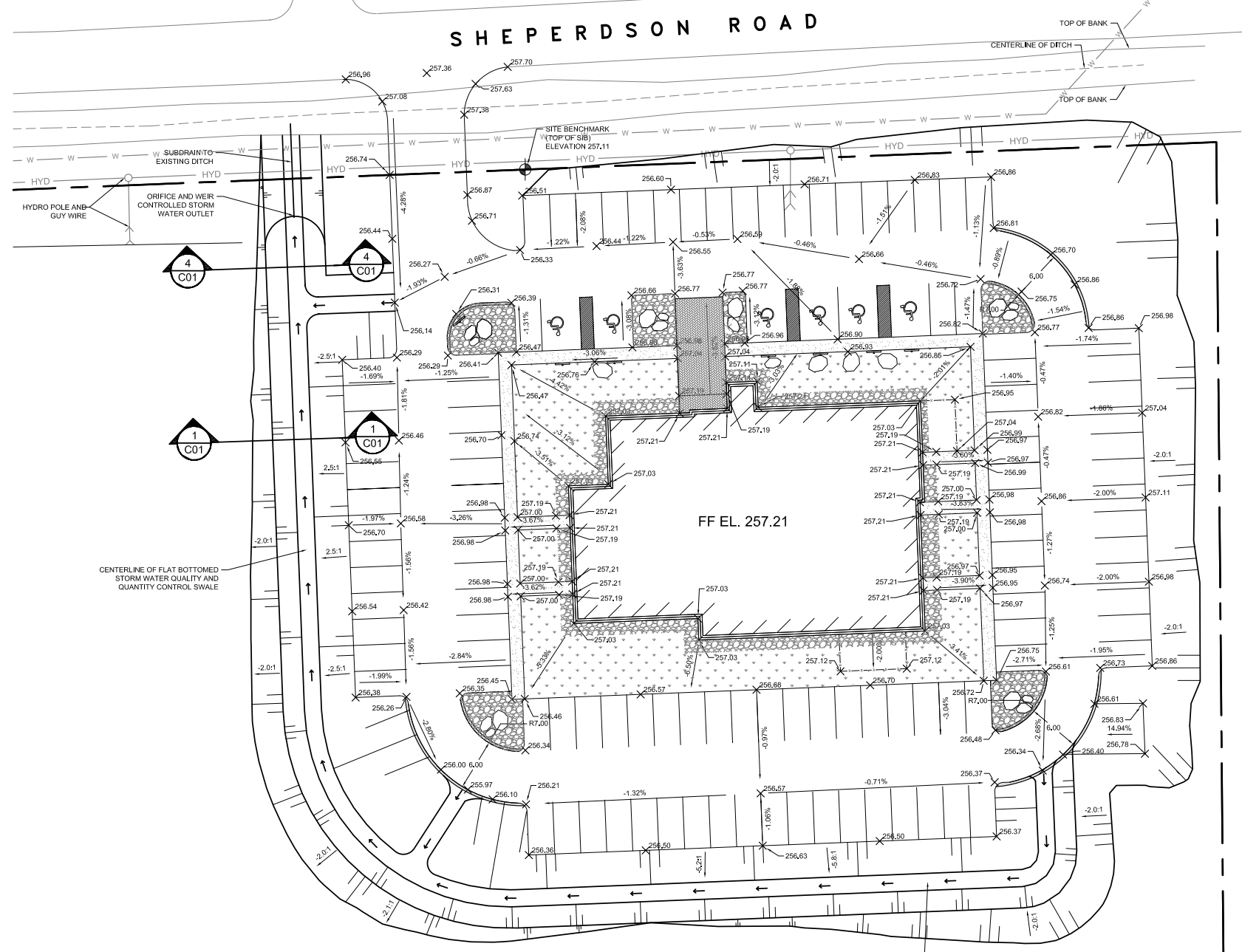
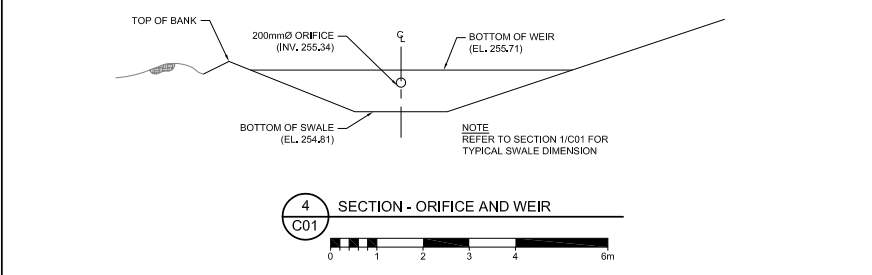
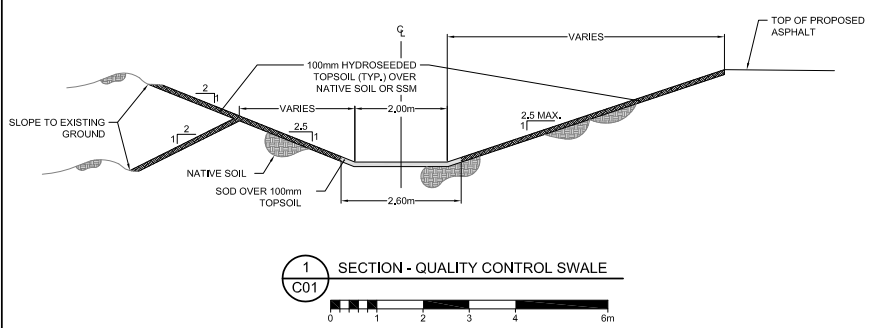
Drawn By: J.D.P.	Scale: AS NOTED
Checked By: K.K.M.	Date: July 08th, 2016
Approved By: J.J.D.	Date: Nov 30th, 2016

Date Printed: 12/2/2016
 File Name: T GNFHT Grading - JUD DEC 02 2016

Project Title
**GREAT NORTHERN FAMILY HEALTH
 TEMISCAMING SHORES, ON**

Dwg. Title
SITE GRADING PLAN

Project No.	NTB-00005189-00
Dwg. No.	C01
Rev. No.	3



J:\A\2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\0 - Project Execution\2 - Design Drawings

Appendix E – Storage Requirement Calculations

 ** SIMULATION NUMBER: 1 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.15	2.00	22.04
OUTFLOW: ID= 1 (0207)	1.01	.01	3.07	20.29

PEAK FLOW REDUCTION [Qout/Qin](%)= 4.95
 TIME SHIFT OF PEAK FLOW (min)= 64.00
 MAXIMUM STORAGE USED (ha.m.)= .0185

 ** SIMULATION NUMBER: 2 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.20	2.00	30.24
OUTFLOW: ID= 1 (0207)	1.01	.02	2.43	28.49

PEAK FLOW REDUCTION [Qout/Qin](%)= 11.31
 TIME SHIFT OF PEAK FLOW (min)= 26.00
 MAXIMUM STORAGE USED (ha.m.)= .0221

 ** SIMULATION NUMBER: 3 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.24	2.00	35.61
OUTFLOW: ID= 1 (0207)	1.01	.03	2.40	33.85

PEAK FLOW REDUCTION [Qout/Qin](%)= 12.62
 TIME SHIFT OF PEAK FLOW (min)= 24.00
 MAXIMUM STORAGE USED (ha.m.)= .0251

 ** SIMULATION NUMBER: 4 **

 | RESERVOIR (0207) |
 | IN= 2---> OUT= 1 |
DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.29	2.00	42.36
OUTFLOW: ID= 1 (0207)	1.01	.04	2.37	40.61

PEAK FLOW REDUCTION [Qout/Qin](%)= 13.23
 TIME SHIFT OF PEAK FLOW (min)= 22.00
 MAXIMUM STORAGE USED (ha.m.)= .0292

 ** SIMULATION NUMBER: 5 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.32	2.00	47.29
OUTFLOW: ID= 1 (0207)	1.01	.04	2.37	45.54

PEAK FLOW REDUCTION [Qout/Qin](%)= 13.22
 TIME SHIFT OF PEAK FLOW (min)= 22.00
 MAXIMUM STORAGE USED (ha.m.)= .0324

 ** SIMULATION NUMBER: 6 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.36	2.00	52.16
OUTFLOW: ID= 1 (0207)	1.01	.06	2.30	50.41

PEAK FLOW REDUCTION [Qout/Qin](%)= 15.84
 TIME SHIFT OF PEAK FLOW (min)= 18.00
 MAXIMUM STORAGE USED (ha.m.)= .0352

 ** SIMULATION NUMBER: 7 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.08	1.33	18.88
OUTFLOW: ID= 1 (0207)	1.01	.00	3.77	17.12

PEAK FLOW REDUCTION [Qout/Qin](%)= 3.10
 TIME SHIFT OF PEAK FLOW (min)=146.00
 MAXIMUM STORAGE USED (ha.m.)= .0168

 ** SIMULATION NUMBER: 8 **

RESERVOIR (0207)
 IN= 2---> OUT= 1
 DT= 2.0 min

OUTFLOW (cms)	STORAGE (ha.m.)	OUTFLOW (cms)	STORAGE (ha.m.)
.0000	.0000	.0356	.0276
.0025	.0174	.0404	.0308
.0122	.0197	.0448	.0342
.0228	.0221	.0869	.0379
.0299	.0248	.1603	.0420

	AREA (ha)	QPEAK (cms)	TPEAK (hrs)	R.V. (mm)
INFLOW : ID= 2 (0206)	1.01	.10	7.00	155.22
OUTFLOW: ID= 1 (0207)	1.01	.09	7.03	153.47

PEAK FLOW REDUCTION [Qout/Qin](%)= 94.85
 TIME SHIFT OF PEAK FLOW (min)= 2.00
 MAXIMUM STORAGE USED (ha.m.)= .0387

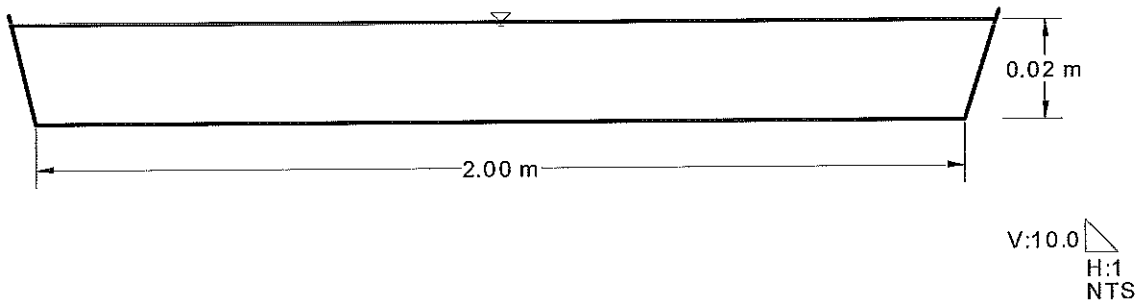
Appendix F – Quality Control Swale Section

Cross Section

Cross Section for Trapezoidal Channel

Project Description	
Worksheet	Great Northern
Flow Element	Trapezoidal Cha
Method	Manning's Form
Solve For	Channel Depth

Section Data	
Mannings Coeffic	0.030
Slope	008300 m/m
Depth	0.02 m
Left Side Slope	2.50 H : V
Right Side Slope	3.00 H : V
Bottom Width	2.00 m
Discharge	0.0100 m ³ /s



Appendix G - Visual OTTHYMO Output Sheets

```

V V I SSSSS U U A L
V V I SS U U A A L
V V I SS U U AAAAA L
V V I SS U U A A L
VV I SSSSS UUUUU A A LLLLL

OOO TTTTT TTTTT H H Y Y M M OOO TM
O O T T H H Y Y MM MM O O
O O T T H H Y M M O O
OOO T T H H Y M M OOO

```

Developed and Distributed by Clarifica Inc.
 Copyright 1996, 2007 Clarifica Inc.
 All rights reserved.

***** S U M M A R Y O U T P U T *****

```

Input filename: C:\Program Files (x86)\Visual OTTHYMO 2.2.4\voin.dat
Output filename: j:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project
Execution\1 - Design\
Summary filename: j:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health\60 - Project
Execution\1 - Design\

```

DATE: 05/05/2016 TIME: 2:11:09 PM

USER:

COMMENTS: _____

 ** SIMULATION NUMBER: 1 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 28.93 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\2 NWL.stm								
remark: 2 YEAR - 4 hour								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .02 2.17 2.84 .10 .000
 [CN=71.0]
 [N = 3.0:Tp .20]
 *

 ** SIMULATION NUMBER: 2 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 39.03 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\5 NWL.stm								
remark: 5 YEAR - 4 hour								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .05 2.17 6.18 .16 .000
 [CN=71.0]
 [N = 3.0:Tp .20]
 *

 ** SIMULATION NUMBER: 3 **

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
START @ .00 hrs								
READ STORM		10.0						
[Ptot= 45.64 mm]								
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\10 NWL.stm								
remark: 10 YEAR - 4 hour - Chicago Storm								

*
 ** CALIB NASHYD 0101 1 10.0 2.29 .07 2.17 8.87 .19 .000
 [CN=71.0]

[N = 3.0:Tp .20]

** SIMULATION NUMBER: 4 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 53.95 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\25 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .10 2.17 12.74 .24 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 5 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 60.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\50 NWL.stm
remark: 50 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .13 2.17 15.85 .26 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 6 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 66.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\100 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .16 2.17 19.13 .29 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 7 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 10.0
[Ptot= 25.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\25MM4HR.STM
remark: Twenty-Five mm Four Hour Chicago Storm

** CALIB NASHYD 0101 1 10.0 2.29 .01 1.50 1.85 .07 .000
[CN=71.0]
[N = 3.0:Tp .20]

** SIMULATION NUMBER: 8 **

W/E COMMAND HYD ID DT AREA Qpeak Tpeak R.V. R.C. Qbase
 min ha cms hrs mm cms

START @ .00 hrs

READ STORM 12.0
[Ptot=193.00 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\Timmins.stm
remark: * REGIONAL DESIGN STORM

** CALIB NASHYD 0101 1 10.0 2.29 .19 7.00 113.75 .59 .000

[CN=71.0]
[N = 3.0:Tp .20]

*

FINISH

=====


```

* CALIB STANDHYD      0202  1  2.0    .26    .05  2.00  30.41  .78    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .05  2.00  28.22  .72    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .10  2.00  29.23  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .20  2.00  30.24  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .02  2.43  28.49  n/a    .000
  {ST=   .02 ha.m }
*

```

```

*****
** SIMULATION NUMBER:   3 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak  R.V.  R.C.   Qbase
                   min     ha    cms    hrs    mm    R.C.   cms
START @   .00 hrs
-----
READ STORM          10.0
[ Ptot= 45.64 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\10 NWL.stm
remark: 10 YEAR - 4 hour - Chicago Storm

```

```

** CALIB NASHYD      0204  1  3.0    1.19    .04  2.20  9.11  .20    .000
  [CN=71.0          ]
  [ N = 3.0:Tp   .20]
*
* CALIB STANDHYD      0203  1  2.0    .45    .12  2.00  37.06  .81    .000
  [I%=66.3:S%=12.00]
*
* CALIB STANDHYD      0202  1  2.0    .26    .06  2.00  35.81  .78    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .06  2.00  33.26  .73    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .12  2.00  34.44  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .24  2.00  35.61  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .03  2.40  33.85  n/a    .000
  {ST=   .03 ha.m }
*

```

```

*****
** SIMULATION NUMBER:   4 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak  R.V.  R.C.   Qbase
                   min     ha    cms    hrs    mm    R.C.   cms
START @   .00 hrs
-----
READ STORM          10.0
[ Ptot= 53.95 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\25 NWL.stm
remark: 25 YEAR - 4 hour - Chicago Storm

```

```

** CALIB NASHYD      0204  1  3.0    1.19    .06  2.20  13.08  .24    .000
  [CN=71.0          ]
  [ N = 3.0:Tp   .20]
*
* CALIB STANDHYD      0203  1  2.0    .45    .14  2.00  44.06  .82    .000
  [I%=66.3:S%=12.00]
*
* CALIB STANDHYD      0202  1  2.0    .26    .07  2.00  42.61  .79    .000
  [I%=56.5:S%=22.00]
*
* CALIB STANDHYD      0201  1  2.0    .30    .08  2.00  39.59  .73    .000
  [I%=49.4:S%=25.90]
*
  ADD [0202 + 0201]  0205  3  2.0    .56    .15  2.00  40.99  n/a    .000
*
  ADD [0203 + 0205]  0206  3  2.0    1.01    .29  2.00  42.36  n/a    .000
*
  RESRVR [ 2 : 0206] 0207  1  2.0    1.01    .04  2.37  40.61  n/a    .000
  {ST=   .03 ha.m }
*

```

```

*****
** SIMULATION NUMBER:   5 **
*****

```

```

W/E COMMAND          HYD ID  DT    AREA   Qpeak  Tpeak  R.V.  R.C.   Qbase
                   min     ha    cms    hrs    mm    R.C.   cms

```

START @ .00 hrs

READ STORM 10.0
[Ptot= 60.03 mm]
fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\50 NWL.stm
remark: 50 YEAR - 4 hour - Chicago Storm

```

** CALIB NASHYD 0204 1 3.0 1.19 .07 2.20 16.27 .27 .000
   [CN=71.0      ]
   [ N = 3.0:Tp .20]
*
* CALIB STANDHYD 0203 1 2.0 .45 .15 2.00 49.18 .82 .000
   [I%=66.3:S%=12.00]
*
* CALIB STANDHYD 0202 1 2.0 .26 .08 2.00 47.58 .79 .000
   [I%=56.5:S%=22.00]
*
* CALIB STANDHYD 0201 1 2.0 .30 .09 2.00 44.23 .74 .000
   [I%=49.4:S%=25.90]
*
ADD [0202 + 0201] 0205 3 2.0 .56 .17 2.00 45.78 n/a .000
*
ADD [0203 + 0205] 0206 3 2.0 1.01 .32 2.00 47.29 n/a .000
*
RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .04 2.37 45.54 n/a .000
   {ST= .03 ha.m }
*
*****
** SIMULATION NUMBER: 6 **
*****

```

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	--------	---------	-----------	-----------	---------	------	-----------

START @ .00 hrs

READ STORM 10.0

[Ptot= 66.03 mm]

fname : J:\Reference Documents\Stormwater Management\Storm Files\New Liskeard\100 NWL.stm

remark: 25 YEAR - 4 hour - Chicago Storm

```

** CALIB NASHYD 0204 1 3.0 1.19 .09 2.20 19.64 .30 .000
   [CN=71.0      ]
   [ N = 3.0:Tp .20]
*
* CALIB STANDHYD 0203 1 2.0 .45 .17 2.00 54.22 .82 .000
   [I%=66.3:S%=12.00]
*
* CALIB STANDHYD 0202 1 2.0 .26 .09 2.00 52.48 .79 .000
   [I%=56.5:S%=22.00]
*
* CALIB STANDHYD 0201 1 2.0 .30 .09 2.00 48.80 .74 .000
   [I%=49.4:S%=25.90]
*
ADD [0202 + 0201] 0205 3 2.0 .56 .19 2.00 50.50 n/a .000
*
ADD [0203 + 0205] 0206 3 2.0 1.01 .36 2.00 52.16 n/a .000
*
RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .06 2.30 50.41 n/a .000
   {ST= .04 ha.m }
*
*****
** SIMULATION NUMBER: 7 **
*****

```

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	--------	---------	-----------	-----------	---------	------	-----------

START @ .00 hrs

READ STORM 10.0

[Ptot= 25.03 mm]

fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\25MM4HR.STM

remark: Twenty-Five mm Four Hour Chicago Storm

```

** CALIB NASHYD 0204 1 3.0 1.19 .00 1.60 1.90 .08 .000
   [CN=71.0      ]
   [ N = 3.0:Tp .20]
*
** CALIB STANDHYD 0203 1 2.0 .45 .04 1.33 19.72 .79 .000
   [I%=66.3:S%=12.00]
*
** CALIB STANDHYD 0202 1 2.0 .26 .02 1.33 18.96 .76 .000
   [I%=56.5:S%=22.00]
*
** CALIB STANDHYD 0201 1 2.0 .30 .02 1.33 17.54 .70 .000
   [I%=49.4:S%=25.90]
*
ADD [0202 + 0201] 0205 3 2.0 .56 .04 1.33 18.20 n/a .000

```

```

* ADD [0203 + 0205] 0206 3 2.0 1.01 .08 1.33 18.88 n/a .000
* RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .00 3.77 17.12 n/a .000
  {ST= .02 ha.m }

```

```

*****
** SIMULATION NUMBER: 8 **
*****

```

W/E COMMAND	HYD ID	DT min	AREA ha	Qpeak cms	Tpeak hrs	R.V. mm	R.C.	Qbase cms
-------------	--------	-----------	------------	--------------	--------------	------------	------	--------------

```
START @ .00 hrs
```

```

-----
READ STORM 12.0
[ Ptot=193.00 mm ]
fname : J:\Reference Documents\Stormwater Management\Storm Files\00_Regional Storms\Timmins.stm
remark: * REGIONAL DESIGN STORM

```

** CALIB NASHYD	0204	1	3.0	1.19	.10	7.00	116.76	.60	.000
----------------------------	-----------------	--------------	----------------	-----------------	----------------	-----------------	-------------------	----------------	-----------------

```

[CN=71.0 ]
[ N = 3.0:Tp .20]

```

** CALIB STANDHYD	0203	1	2.0	.45	.05	7.00	161.08	.83	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

```
[I%=66.3:S%=12.00]
```

** CALIB STANDHYD	0202	1	2.0	.26	.03	7.00	156.24	.81	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

```
[I%=56.5:S%=22.00]
```

** CALIB STANDHYD	0201	1	2.0	.30	.03	7.00	145.56	.75	.000
-------------------	------	---	-----	-----	-----	------	--------	-----	------

```
[I%=49.4:S%=25.90]
```

```
ADD [0202 + 0201] 0205 3 2.0 .56 .05 7.00 150.52 n/a .000
```

```
ADD [0203 + 0205] 0206 3 2.0 1.01 .10 7.00 155.22 n/a .000
```

```
RESRVR [ 2 : 0206] 0207 1 2.0 1.01 .09 7.03 153.47 n/a .000
{ST= .04 ha.m }
```

```
FINISH
```

```
=====
```

Catchment Area 204.txt

```
*****
** SIMULATION NUMBER: 1 **
*****
** CALIB NASHYD      0204  1  3.0   1.19   0.01  2.35   3.48  0.12   0.000
   [CN=71.5          ]
   [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 2 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.02  2.30   7.14  0.18   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 3 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.03  2.30  10.04  0.22   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 4 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.05  2.30  14.17  0.26   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 5 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.06  2.30  17.48  0.29   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 6 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.07  2.30  20.94  0.32   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 7 **
*****
* CALIB NASHYD      0204  1  3.0   1.19   0.01  1.70   2.36  0.09   0.000
  [CN=71.5          ]
  [ N = 3.0:Tp 0.29]
*
*****
** SIMULATION NUMBER: 8 **
*****
** CALIB NASHYD      0204  1  3.0   1.19   0.10  7.05 119.27  0.62   0.000
   [CN=71.5          ]
   [ N = 3.0:Tp 0.29]
*
```

Appendix H – Overall Post-Development Conditions



J:\A-2016\INFRASTRUCTURE 2016\Projects\NTB-00005189-00 - Great Northern Family Health - Project Execution2 - Design Execution2 - Design Drawings\T GNFHT Grading - J.D. JUN 11 2016.dwg 2016-06-20

NO.	DESCRIPTION	DATE	BY	APPROVED
A	ISSUED FOR PRELIMINARY CLIENT REVIEW	MAY 2016	J.D.P.	J.J.D.
0	ISSUED FOR SWM REPORT	JUN 2016	J.J.D.	J.J.D.

CAUTION: DO NOT SCALE DRAWINGS.

THIS REPRODUCTION MAY BE AT A SIZE DIFFERENT THAN ORIGINALLY DRAWN. EXP ASSUMES NO RESPONSIBILITY FOR INCORRECT SCALING. UNAUTHORIZED REPRODUCTION OR REUSE IS STRICTLY PROHIBITED. NOT PUBLISHED - ALL RIGHTS RESERVED. EXP EXPRESSLY DISCLAIMS RESPONSIBILITY ARISING FROM UNAUTHORIZED USE OF THESE DRAWINGS AND NOTES. AUTHORIZATION MUST BE IN WRITING.

© exp, 2016

TITLE: **Stormwater Management - Overall Post Development Conditions**

PROJECT: **Great Northern Family Health Team**
New Liskeard, ON

CLIENT: **Pronor Developments (T-Shores)**

exp Services Inc.
 1-705-474-2720 | F: +1-705-474-1815
 757 Main Street East
 North Bay, ON P1B 1C2
 Canada
 www.exp.com

• BUILDINGS • EARTH & ENVIRONMENT • ENERGY
 • INDUSTRIAL • INFRASTRUCTURE • SUSTAINABILITY

exp.

DRAWN: J.D.P.	DESIGN: J.D.P.	SCALE: 1:750
PROJECT No.: NTB-00005189-00		SWM03

The Corporation of the City of Temiskaming Shores

By-law No. 2018-069

Being a by-law to authorize the execution of a funding agreement between The Association of Municipalities of Ontario under the Main Street Revitalization Initiative

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 correspondence from the Association of Municipalities of Ontario dated January 23, 2018 outlining that the City of Temiskaming Shores will be eligible to receive an allocation of \$44,446 under the Main Street Revitalization Initiative;

And whereas Council considered Memo No. 019-2018-CS at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and funding agreement with the Association of Municipalities of Ontario for consideration at the April 17, 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 the Mayor and Clerk are hereby authorized to enter into a funding agreement with The Association of Municipalities of Ontario under the Main Street Revitalization Initiative in the amount of \$44,421.28, attached hereto as Schedule "A" and forming part of this By-law.
2. That the Mayor and Clerk of the City of Temiskaming Shores are hereby authorized to execute amendments and/or contract change order to this agreement after the passage of this by-law, where Council has requested and/or approved the said amendment and/or contract change order through a Resolution of Council.
3. That the Clerk 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 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “A” to

By-law No. 2018-069

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Association of Municipalities of Ontario (AMO)

Funding provided under the Main Street Revitalization
Initiative

MUNICIPAL FUNDING AGREEMENT

ONTARIO'S MAIN STREET REVITALIZATION INITIATIVE

This Agreement made as of 1st day of April, 2018.

BETWEEN:

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

(referred to herein as "AMO")

AND:

THE CITY OF TEMISKAMING SHORES

(a municipal corporation pursuant to the Municipal Act, 2001, referred to herein as the "Recipient")

WHEREAS the Province of Ontario is making \$26 million available for allocation for the purposes of supporting municipal Main Street Revitalization Initiatives in Ontario;

WHEREAS the Province of Ontario, Ontario municipalities as represented by AMO are signatories to Ontario's Main Street Revitalization Initiative Transfer Payment Agreement on March 12, 2018 (the "OMAFRA-AMO Agreement"), whereby AMO agreed to administer Main Street Revitalization funds made available to all Ontario municipalities, excluding Toronto;

WHEREAS the OMAFRA-AMO Transfer Payment Agreement contains a framework for the transfer of provincial funds to Ontario lower-tier and single-tier municipalities represented by AMO;

WHEREAS the Recipient wishes to enter into this Agreement in order to participate in Ontario's Main Street Revitalization Initiative;

WHEREAS AMO is carrying out the fund administration in accordance with its obligations set out in the OMAFRA-AMO Agreement and it will accordingly undertake certain activities and require Recipients to undertake activities as set out in this Agreement.

THEREFORE the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** When used in this Agreement (including the cover and execution pages and all of the schedules), the following terms shall have the meanings ascribed to them below unless the subject matter or context is inconsistent therewith:

“Agreement” means this Agreement, including the cover and execution pages and all of the schedules hereto, and all amendments made hereto in accordance with the provisions hereof.

“Annual Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.2 and Section 2 of Schedule D.

“Association of Municipalities of Ontario (AMO)” means a legally incorporated entity under the Corporations Act, 1990 R.S.O. 1990, Chapter c.38.

“Communication Report” means the duly completed report to be prepared and delivered to AMO as described in Section 7.1 and Section 1 of Schedule D.

“Community Improvement Plan” has the meaning as defined under section 28(1) of the Planning Act, R.S.O. 1990, c. P.13.

“Contract” means an agreement between the Recipient and a Third Party whereby the latter agrees to supply a product or service to an Eligible Project in return for financial consideration.

“Effective Date” is April 1, 2018.

“Eligible Costs” means those expenditures described as eligible in Schedule C.

“Eligible Projects” means projects as described in Schedule B.

“Eligible Recipient” means a

- a. Municipality or its agent (including its wholly owned corporation); and
- b. Non-municipal entity, including for profit, non-governmental and not-for profit organizations, on the condition that the Municipality(ies) has (have) indicated support for the Eligible Project through a formal grant agreement between the Municipality and the non-municipal entity.

“Event of Default” has the meaning given to it in Section 11.1 of this Agreement.

“Funds” mean the Funds made available to the Recipient through the Main Street Revitalization Initiative, a program established by the Government of Ontario. Funds are made available pursuant to this Agreement and includes any interest earned on the said Funds. For greater certainty: (i) Funds transferred to another Municipality in accordance with Section 6.2 of this Agreement, other than as set out in Sections 7.1(a), (c) and (f), are to be treated as Funds by the Municipality to which the Funds are transferred and are not to be treated as Funds by the Recipient; and (ii) any Funds transferred to a non-municipal entity in accordance with Section 6.3 of this Agreement shall remain as Funds under this Agreement for all purposes and the Recipient shall continue to be bound by all provisions of this Agreement with respect to such transferred Funds.

“Ineligible Costs” means those expenditures described as ineligible in Schedule C.

“Lower-tier Municipality” means a Municipality that forms part of an Upper-tier Municipality for municipal purposes, as defined under the Municipal Act, 2001 S.O. 2001, c.25.

“Municipal Fiscal Year” means the period beginning January 1st of a year and ending December 31st of the same year.

“Municipality” and “Municipalities” means every municipality as defined under the Municipal Act, 2001 S.O. 2001 c.25.

“Municipal Physical Infrastructure” means municipal or regional, publicly or privately owned, tangible capital assets primarily for public use or benefit in Ontario.

“Ontario” means Her Majesty in Right of Ontario, as represented by the Minister of Agriculture, Food and Rural Affairs.

“Parties” means AMO and the Recipient.

“Project Completion Date” means the Recipient must complete its Project under this Agreement by March 31, 2020.

“Recipient” has the meaning given to it on the first page of this Agreement.

“Results Report” means the report prepared and delivered to AMO by the Recipient by which reports on how Funds are supporting progress towards achieving the program objective, more specifically described in Section 3 of Schedule D.

“Single-tier Municipality” means a municipality, other than an upper-tier municipality, that does not form part of an upper-tier municipality for municipal purposes as defined under the Municipal Act, 2001, S.O. 2001 c. 25.

“Third Party” means any person or legal entity, other than the Parties to this Agreement who participates in the implementation of an Eligible Project by means of a Contract.

“Transfer By-law” means a by-law passed by Council of the Recipient pursuant to Section 6.2 and delivered to AMO in accordance with that section.

“Unspent Funds” means the amount reported as unspent by the Recipient as of December 31, as submitted in the Recipient’s Annual Report.

1.2 Interpretations:

Herein, etc. The words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not any particular schedule, article, section, paragraph or other subdivision of this Agreement.

Currency. Any reference to currency is to Canadian currency and any amount advanced, paid or calculated is to be advanced, paid or calculated in Canadian currency.

Statutes. Any reference to a federal or provincial statute is to such statute and to the regulations made pursuant to such statute as such statute and regulations may at any time be amended or modified and in effect and to any statute or regulations that may be passed that have the effect of supplementing or superseding such statute or regulations.

Gender, singular, etc. Words importing the masculine gender include the feminine or neuter gender and words in the singular include the plural, and vice versa.

2. TERM OF AGREEMENT

- 2.1 **Term.** Subject to any extension or termination of this Agreement or the survival of any of the provisions of this Agreement pursuant to the provisions contained herein, this Agreement shall be in effect from the date set out on the first page of this Agreement, up to and including March 31, 2020.
- 2.2 **Amendment.** This Agreement may be amended at any time in writing as agreed to by AMO and the Recipient.
- 2.3 **Notice.** Any of the Parties may terminate this Agreement on written notice.

3. RECIPIENT REQUIREMENTS

- 3.1 **Communications.** The Recipient will comply with all requirements outlined, including providing upfront project information on an annual basis, or until all Funds are expended for communications purposes in the form described in Section 7.1 and Section 1 of Schedule D.
- a) Unless otherwise directed by Ontario, the Recipient will acknowledge the support of Ontario for Eligible Projects in the following manner: "The Project is funded [if it is partly funded the Recipient should use "in part"] by the Ontario Ministry of Agriculture, Food and Rural Affairs."
 - b) The Recipient shall notify Ontario within five (5) business days of planned media events or announcements related to the Project, organized by the Recipient to facilitate the attendance of Ontario. Media events and announcements include, but are not limited to, news conferences, public announcements, official events or ceremonies, and news releases.
- 3.2 **Contracts.** The Recipient will award and manage all Contracts in accordance with its relevant policies and procedures and, if applicable, in accordance with the Canadian Free Trade Agreement and applicable international trade agreements, and all other applicable laws.
- a) The Recipient will ensure any of its Contracts for the supply of services or materials to implement its responsibilities under this Agreement will be

awarded in a way that is transparent, competitive, consistent with value for money principles and pursuant to its adopted procurement policy.

4. ELIGIBLE PROJECTS

- 4.1 **Eligible Projects.** Costs directly and reasonably incurred by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs or activities funded under the Municipal Physical Infrastructure category, including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the role of small businesses in main street areas as more specifically described in Schedule B and Schedule C
- 4.2 **Recipient Fully Responsible.** The Recipient is fully responsible for the completion of each Eligible Project in accordance with Schedule B and Schedule C.

5. ELIGIBLE COSTS

- 5.1 **Eligible Costs.** Schedule C sets out specific requirements for Eligible and Ineligible Costs.
- 5.2 **Discretion of Ontario.** Subject to Section 5.1, the eligibility of any items not listed in Schedule B and/or Schedule C to this Agreement is solely at the discretion of Ontario.
- 5.3 **Unspent Funds.** Any Unspent Funds, and any interest earned thereon, will be subject to the terms and conditions of this Agreement.
- 5.4 **Reasonable Access.** The Recipient shall allow AMO and Ontario reasonable and timely access to all documentation, records and accounts and those of their respective agents or Third Parties related to the receipt, deposit and use of Funds and Unspent Funds, and any interest earned thereon, and all other relevant information and documentation requested by AMO or Ontario or their respective designated representatives for the purposes of audit, evaluation, and ensuring compliance with this Agreement.
- 5.5 **Retention of Receipts.** The Recipient will keep proper and accurate accounts and records of all Eligible Projects including invoices and receipts for Eligible Expenditures in accordance with the Recipient's municipal records retention by-law and, upon reasonable notice, make them available to AMO and Ontario.

6. FUNDS

- 6.1 **Allocation of Funds.** AMO will allocate and transfer Funds on the basis of the formula determined by Ontario.
- 6.2 **Transfer of Funds to a Municipality.** Where a Recipient decides to allocate and transfer Funds to another Municipality (the "Transferee Municipality"):

- a) The allocation and transfer shall be authorized by by-law (a “Transfer By-law”). The Transfer By-law shall be passed by the Recipient’s council and submitted to AMO as soon thereafter as practicable. The Transfer By-law shall identify the Transferee Municipality and the amount of Funds the Transferee Municipality is to receive for the Municipal Fiscal Year specified in the Transfer By-law.
- b) The Recipient is still required to submit an Annual Report in accordance with Sections 7.1 (a), (c) and (f) hereof with respect to the Funds transferred.
- c) No transfer of Funds pursuant to this Section 6.2 shall be effected unless and until the Transferee Municipality has either (i) entered into an agreement with AMO on substantially the same terms as this Agreement, or (ii) has executed and delivered to AMO a written undertaking to assume all of the Recipient’s obligations under this Agreement with respect to the Funds transferred; in a form satisfactory to AMO.

6.3 **Transfer of Funds to a non-municipal entity.** Where a Recipient decides to support an Eligible Project undertaken by an Eligible Recipient that is not a Municipality:

- a) The provision of such support shall be authorized by a grant agreement between the Municipality and the Eligible Recipient in support of a Community Improvement Plan. The grant agreement shall identify the Eligible Recipient, and the amount of Funds the Eligible Recipient is to receive for that Eligible Project.
- b) The Recipient shall continue to be bound by all of the provisions of this Agreement notwithstanding any such transfer including the submission of an Annual Report in accordance with Section 7.2.
- c) No transfer of Funds pursuant to this Section 6.3 shall be effected unless and until the non-municipal entity receiving the Funds has executed and delivered to the Municipality the grant agreement.

6.4 **Use of Funds.** The Recipient acknowledges and agrees the Funds are intended for and shall be used only for Eligible Expenditures in respect of Eligible Projects.

6.5 **Payout of Funds.** The Recipient agrees that all Funds will be transferred by AMO to the Recipient upon full execution of this Agreement.

6.6 **Use of Funds.** The Recipient will deposit the Funds in a dedicated reserve fund or other separate distinct interest bearing account and shall retain the Funds in such reserve fund, or account until the Funds are expended or transferred in accordance with this Agreement. The Recipient shall ensure that:

- a) any investment of unexpended Funds will be in accordance with Ontario law and the Recipient’s investment policy; and,

- b) any interest earned on Funds will only be applied to Eligible Costs for Eligible Projects, more specifically on the basis set out in Schedule B and Schedule C.
- 6.7 **Funds advanced.** Funds transferred by AMO to the Recipient shall be expended by the Recipient in respect of Eligible Costs. AMO reserves the right to declare that Unspent Funds after March 31, 2020 become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.
- 6.8 **Expenditure of Funds.** The Recipient shall expend all Funds by March 31, 2020.
- 6.9 **GST & HST.** The use of Funds is based on the net amount of goods and services tax or harmonized sales tax to be paid by the Recipient net of any applicable tax rebates.
- 6.10 **Limit on Ontario's Financial Commitments.** The Recipient may use Funds to pay up to one hundred percent (100%) of Eligible Expenditures of an Eligible Project.
- 6.11 **Stacking.** If the Recipient is receiving funds under other programs in respect of an Eligible Project to which the Recipient wishes to apply Funds, the maximum contribution limitation set out in any other program agreement made in respect of that Eligible Project shall continue to apply.
- 6.12 **Insufficient funds provided by Ontario.** If Ontario does not provide sufficient funds to AMO for this Agreement, AMO may terminate this Agreement.

7. REPORTING REQUIREMENTS

- 7.1 **Communication Report.** Immediately upon execution of this Agreement the Recipient shall report to AMO any Eligible Project being undertaken in the current Municipal Fiscal Year in the form described in Schedule D.
- 7.2 **Annual Report.** The Recipient shall report in the form in Schedule D due by May 15th following the Municipal Fiscal Year on:
 - a) the amounts received from AMO under this Agreement;
 - b) the amounts received from another Eligible Recipient;
 - c) the amounts transferred to another Eligible Recipient;
 - d) amounts paid by the Recipient in aggregate for Eligible Projects;
 - e) amounts held at year end by the Recipient in aggregate, including interest, to pay for Eligible Projects;
 - f) indicate in a narrative the progress that the Recipient has made in meeting its commitments and contributions; and,

- g) a listing of all Eligible Projects that have been funded, indicating the Eligible Project category, project description, amount of Funds, total project cost, start date, end date and completion status.

7.3 **Results Report.** The Recipient shall account in writing for results achieved by the Funds through a Results Report to be submitted to AMO. Specifically the Results Report shall document performance measures achieved through the investments in Eligible Projects in the form described in Section 3 of Schedule D.

8. RECORDS AND AUDIT

8.1 **Accounting Principles.** All accounting terms not otherwise defined herein have the meanings assigned to them; all calculations will be made and all financial data to be submitted will be prepared in accordance with generally accepted accounting principles (GAAP) in effect in Ontario. GAAP will include, without limitation, those principles approved or recommended for local governments from time to time by the Public Sector Accounting Board or the Canadian Institute of Chartered Accountants or any successor institute, applied on a consistent basis.

8.2 **Separate Records.** The Recipient shall maintain separate records and documentation for the Funds and keep all records including invoices, statements, receipts and vouchers in respect of Funds expended on Eligible Projects in accordance with the Recipient's municipal records retention by-law. Upon reasonable notice, the Recipient shall submit all records and documentation relating to the Funds to AMO and Ontario for inspection or audit.

8.3 **External Auditor.** AMO and/or Ontario may request, upon written notification, an audit of Eligible Project or an Annual Report. AMO shall retain an external auditor to carry out an audit of the material referred to in Sections 5.4 and 5.5 of this Agreement. AMO shall ensure that any auditor who conducts an audit pursuant to this Section of this Agreement or otherwise, provides a copy of the audit report to the Recipient and Ontario at the same time that the audit report is given to AMO.

9. INSURANCE AND INDEMNITY

9.1 **Insurance.** The Recipient shall put in effect and maintain in full force and effect or cause to be put into effect and maintained for the term of this Agreement all the necessary insurance with respect to each Eligible Project, including any Eligible Projects with respect to which the Recipient has transferred Funds pursuant to Section 6 of this Agreement, that would be considered appropriate for a prudent Municipality undertaking Eligible Projects, including, where appropriate and without limitation, property, construction and liability insurance, which insurance coverage shall identify Ontario and AMO as additional insureds for the purposes of the Eligible Projects.

9.2 **Certificates of Insurance.** Throughout the term of this Agreement, the Recipient shall provide AMO with a valid certificate of insurance that confirms compliance with the requirements of Section 9.1. No Funds shall be expended

or transferred pursuant to this Agreement until such certificate has been delivered to AMO.

9.3 **AMO not liable.** In no event shall Ontario or AMO be liable for:

- (a) any bodily injury, death or property damages to the Recipient, its employees, agents or consultants or for any claim, demand or action by any Third Party against the Recipient, its employees, agents or consultants, arising out of or in any way related to this Agreement; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipient, its employees, agents or consultants arising out of any or in any way related to this Agreement.

9.4 **Recipient to Compensate Ontario.** The Recipient will ensure that it will not, at any time, hold Ontario, its officers, servants, employees or agents responsible for any claims or losses of any kind that the Recipient, Third Parties or any other person or entity may suffer in relation to any matter related to the Funds or an Eligible Project and that the Recipient will, at all times, compensate Ontario, its officers, servants, employees and agents for any claims or losses of any kind that any of them may suffer in relation to any matter related to the Funds or an Eligible Project. The Recipient's obligation to compensate as set out in this section does not apply to the extent to which such claims or losses relate to the negligence of an officer, servant, employee, or agent of Ontario in the performance of his or her duties.

9.5 **Recipient to Indemnify AMO.** The Recipient hereby agrees to indemnify and hold harmless AMO, its officers, servants, employees or agents (each of which is called an "Indemnatee"), from and against all claims, losses, damages, liabilities and related expenses including the fees, charges and disbursements of any counsel for any Indemnatee incurred by any Indemnatee or asserted against any Indemnatee by whomsoever brought or prosecuted in any manner based upon, or occasioned by, any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the Funds;
- (b) the Recipient's Eligible Projects, including the design, construction, operation, maintenance and repair of any part or all of the Eligible Projects;
- (c) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, its officers, servants, employees, or agents; and
- (d) any omission or other wilful or negligent act of the Recipient or Third Party and their respective officers, servants, employees or agents.

10. DISPOSAL

10.1 **Disposal.** The Recipient will not, without Ontario's prior written consent, sell, lease or otherwise dispose of any asset purchased or created with the Funds or

for which Funds were provided, the cost of which exceed \$50,000 at the time of sale, lease or disposal prior to March 31, 2021.

11. DEFAULT AND TERMINATION

- 11.1 **Event of Default.** AMO may declare in writing that an event of default has occurred when the Recipient has not complied with any condition, undertaking or term in this Agreement. AMO will not declare in writing that an event of default has occurred unless it has first consulted with the Recipient. Each and every one of the following events is an “Event of Default”:
- (a) failure by the Recipient to deliver in a timely manner an Annual Report or Results Report.
 - (b) delivery of an Annual Report that discloses non-compliance with any condition, undertaking or material term in this Agreement.
 - (c) failure by the Recipient to co-operate in an external audit undertaken by AMO or its agents.
 - (d) delivery of an external audit report that discloses non-compliance with any condition, undertaking or term in this Agreement.
 - (e) failure by the Recipient to expend Funds in accordance with Sections 4.1 and 6.8.
- 11.2 **Waiver.** AMO may withdraw its notice of an Event of Default if the Recipient, within thirty (30) calendar days of receipt of the notice, either corrects the default or demonstrates, to the satisfaction of AMO in its sole discretion that it has taken such steps as are necessary to correct the default.
- 11.3 **Remedies on default.** If AMO declares that an Event of Default has occurred under Section 11.1, after thirty (30) calendar days from the Recipient’s receipt of the notice of an Event of Default, it may immediately terminate this Agreement.
- 11.4 **Repayment of Funds.** If AMO declares that an Event of Default has not been cured to its satisfaction, AMO reserves the right to declare that prior payments of Funds become a debt to Ontario which the Recipient will reimburse forthwith on demand to AMO for transmission to Ontario.

12. CONFLICT OF INTEREST

- 12.1 **No conflict of interest.** The Recipient will ensure that no current member of the AMO Board of Directors and no current or former public servant or office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Ontario applies will derive direct benefit from the Funds, the Unspent Funds, and interest earned thereon, unless the provision of receipt of such benefits is in compliance with such legislation, guidelines, policies or codes.

13. NOTICE

13.1 **Notice.** Any notice, information or document provided for under this Agreement will be effectively given if in writing and if delivered by hand, or overnight courier, mailed, postage or other charges prepaid, or sent by facsimile or email to the addresses, the facsimile numbers or email addresses set out in Section 13.3. Any notice that is sent by hand or overnight courier service shall be deemed to have been given when received; any notice mailed shall be deemed to have been received on the eighth (8) calendar day following the day on which it was mailed; any notice sent by facsimile shall be deemed to have been given when sent; any notice sent by email shall be deemed to have been received on the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return email or other written acknowledgment), provided that in the case of a notice sent by facsimile or email, if it is not given on a business day before 4:30 p.m. Eastern Standard Time, it shall be deemed to have been given at 8:30 a.m. on the next business day for the recipient.

13.2 **Representatives.** The individuals identified in Section 13.3 of this Agreement, in the first instance, act as AMO's or the Recipient's, as the case may be, representative for the purpose of implementing this Agreement.

13.3 **Addresses for Notice.** Further to Section 13.1 of this Agreement, notice can be given at the following addresses:

a) If to AMO:

Executive Director
Main Streets Agreement
Association of Municipalities of Ontario 200 University Avenue, Suite 801
Toronto, ON M5H 3C6

Telephone: 416-971-9856
Email: mainstreets@amo.on.ca

b) If to the Recipient:

Treasurer
Laura Lee MacLeod
CITY OF TEMISKAMING SHORES
P.O. Box 2050, 325 Farr Drive
Haileybury, ON P0J 1K0
(705) 672-3363 x4121
lmacleod@temiskamingshores.ca

14. MISCELLANEOUS

14.1 **Counterpart Signature.** This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original Agreement.

14.2 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term is found to be or becomes invalid or unenforceable, in whole or in part, it will be deemed to be severable and will be deleted from this

Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

- 14.3 **Waiver.** AMO may waive any right in this Agreement only in writing, and any tolerance or indulgence demonstrated by AMO will not constitute waiver of rights in this Agreement. Unless a waiver is executed in writing, AMO will be entitled to seek any remedy that it may have under this Agreement or under the law.
- 14.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14.5 **Survival.** The Recipient agrees that the following sections and provisions of this Agreement shall extend for seven (7) years beyond the expiration or termination of this Agreement: Sections 5, 6.7, 6.8, 7, 9.4, 9.5, 11.4 and 14.8.
- 14.6 **AMO, Ontario and Recipient independent.** The Recipient will ensure its actions do not establish or will not be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Ontario and the Recipient, between AMO and the Recipient, between Ontario and a Third Party or between AMO and a Third Party.
- 14.7 **No Authority to Represent.** The Recipient will ensure that it does not represent itself, including in any agreement with a Third Party, as a partner, employee or agent of Ontario or AMO.
- 14.8 **Debts Due to AMO.** Any amount owed under this Agreement will constitute a debt due to AMO, which the Recipient will reimburse forthwith, on demand, to AMO.
- 14.9 **Priority.** In the event of a conflict, the part of this Agreement that precedes the signature of the Parties will take precedence over the Schedules.

15. SCHEDULES

- 15.1 This Agreement, including:
 - Schedule A Municipal Allocation
 - Schedule B Eligible Projects
 - Schedule C Eligible and Ineligible Costs
 - Schedule D Reporting

constitute the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

16. SIGNATURES

IN WITNESS WHEREOF, AMO and the Recipient have respectively executed, sealed and delivered this Agreement on the date set out on the front page.

RECIPIENT'S NAME:

CITY OF TEMISKAMING SHORES

Mayor Name

Signature

Clerk Name

Signature

THE ASSOCIATION OF MUNICIPALITIES OF ONTARIO

By Title

Signature

In the presence of:

Witness Title

Signature

**SCHEDULE A
MUNICIPAL ALLOCATION**

RECIPIENT'S NAME: CITY OF TEMISKAMING SHORES

ALLOCATION: \$46421.2859

The Recipient acknowledges this is a one time payment for Eligible Projects with Eligible Costs.

SCHEDULE B

ELIGIBLE PROJECTS

Funding is to be directed to Eligible Projects to support revitalization activities within main street areas, as defined through an existing Community Improvement Plan or any other municipal land use planning policy. Funding can be used in one or both of the following categories:

- 1. Community Improvement Plan** – construction, renewal, renovation or redevelopment or material enhancement activities that implement priority financial incentives in existing Community Improvement Plans such as:
 - a. Commercial building façade improvements
 - b. Preservation and adaptive reuse of heritage and industrial buildings
 - c. Provision of affordable housing
 - d. Space conversion for residential and commercial uses
 - e. Structural improvements to buildings (e.g. Building Code upgrades)
 - f. Improvement of community energy efficiency
 - g. Accessibility enhancements
- 2. Other Municipal Land Use Planning Policy** – construction, renewal or material enhancement activities to fund strategic Municipal Physical Infrastructure and promotional projects such as:
 - a. Signage – wayfinding/directional, and gateway.
 - b. Streetscaping and landscape improvements – lighting, banners, murals, street furniture, interpretive elements, public art, urban forestation, accessibility, telecommunications/broadband equipment, parking, active transportation infrastructure (e.g. bike racks/storage, cycling lanes and paths) and pedestrian walkways/trails.
 - c. Marketing plan implementation – business attraction and promotion activities, special events.

SCHEDULE C

ELIGIBLE AND INELIGIBLE COSTS

1. Eligible Costs include:

- a. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal, renovation or redevelopment or material enhancement activities funded under existing Community Improvement Plan financial incentive programs.
- b. Costs directly and reasonably incurred on or after April 1, 2018 up to and including the Project Completion Date by the Recipient for construction, renewal or material enhancement activities funded under the Municipal Physical Infrastructure category including projects in downtown or main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy that will support the success of small businesses in main street areas.

2. Ineligible Costs include:

- a. Costs incurred prior to Effective Date or after the Project Completion Date;
- b. Any costs associated with providing the Annual and Results Reports to AMO;
- c. Any costs associated with lobbying Ontario, including other Ministries, agencies and organizations of the Government of Ontario;
- d. Costs associated with construction, renewal, renovation or redevelopment or material enhancement of all things in the following categories: highways, short-sea shipping, short-line rail, regional or local airports, and brownfield redevelopment;
- e. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement that do not improve energy efficiency, accessibility, aesthetics or marketability of small businesses within an Recipient's main street areas; or that do not encourage strategic public investments in municipal and other public infrastructure within main street areas that will benefit small businesses; or that otherwise will likely fail to contribute to the success of main street businesses;
- f. Costs of infrastructure construction, renewal, renovation or redevelopment or material enhancement outside of the Recipient's main street areas, as defined through an existing Community Improvement Plan or other municipal land use planning policy;
- g. The cost of leasing of equipment by the Recipient, any overhead costs, including salaries and other employment benefits of any employees of the Recipient, its direct or indirect operating or administrative costs of Recipients, and more specifically its costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except in accordance with Eligible Costs above;
- h. Taxes, to which the Recipient is eligible for a tax rebate;
- i. Purchase of land or any interest therein, and related costs; and,
- j. Routine repair and maintenance Municipal Physical Infrastructure.

SCHEDULE D

REPORTING

1. Communication Report

Immediately following the Municipality executing this Agreement the Recipient will provide AMO a Communication Report in an electronic format deemed acceptable to AMO, consisting of the following:

Project Title	Project Description	Eligible Project Category (CIP/ Municipal Physical Infrastructure	Total Project Cost	Estimate of Funds (Main Street) Spent

2. Annual Report

The Recipient will provide to AMO an Annual Report in an electronic format deemed acceptable to AMO, consisting of the following:

- a. Financial Reporting Table: The financial report table will be submitted in accordance with the following template:

Annual Report Financial Table	Annual	Cumulative
	20xx	2018 - 2020
Opening Balance	\$xxx	
Received from AMO	\$xxx	\$xxx
Interest Earned	\$xxx	\$xxx
Received from An Eligible Recipient	\$xxx	\$xxx
Transferred to an Eligible Recipient	(\$xxx)	(\$xxx)
Spent on Eligible Projects (for each Eligible Project category)	(\$xxx)	(\$xxx)
Closing Balance of Unspent Funds	\$xxx	

- b. Project List: The Recipient will provide to AMO a project list submitted in accordance with the following template:

Recipient	Project Title	Project Description	Eligible Project Category	Total Project Cost	Main Street Funds Used	Start & End Date	Completed?
							Yes/No/Ongoing

3. Project Results.

The Results Report shall outline, in a manner to be provided by AMO, the degree to which investments in each project are supporting progress towards achieving revitalization within main street areas:

- a. Community Improvement Plan Eligible Projects
 - Number of small businesses supported;
 - Total value of physical improvements;
 - Total Main Street Funds provided;
 - Total Municipal investment; and,
 - Total private investment.

- b. Municipal Physical Infrastructure Eligible Projects
 - Total value of physical improvements;
 - Total Main Street Funds provided; and
 - Total municipal investment.

The Corporation of the City of Temiskaming Shores
By-law No. 2018-070
Being a by-law to authorize an Agreement with Tribury
Constructors Inc. for the Mechanical Upgrades at the New
Liskeard 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-021-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Tribury Constructors Inc. for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 plus applicable taxes for consideration at the April 17, 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 Tribury Constructors Inc. for the Mechanical Room Upgrades at the Pool Fitness Centre, as detailed in Request for Tender PW-RFT-006-2018 at an upset limit of \$879,000 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 17th day of April, 2018.

Mayor - Carman Kidd

Clerk - David B. Treen



Schedule "A" to

By-law 2018-070

Agreement between

The Corporation of the City of Temiskaming Shores

and

Tribury Constructors Inc.

for the Mechanical Upgrades at the Pool Fitness Centre

This agreement made in duplicate this 17th day of April, 2018.

Between:

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

and

Tribury Constructors 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. Tender No. PW-RFT-006-2018, and Addendums thereto; and
 - ii. Tribury Constructors Inc. submission in response to PW-RFT-006-2018.
- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Engineer, all the work between **July 23, 2018 and August 3, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid Eight Hundred and Seventy-Nine Thousand Dollars and Zero Cents (\$879,000.00) 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 IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if

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

The Consultant:

Mitchel Jensen Architects

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.: Doug Walsh, CET

The Contractor:

Tribury Constructors Inc.

1549 Fairburn Avenue
Sudbury, Ontario
P3A 1N6

Attn.: John Nipius

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)

Contractor's Seal)
(if applicable))

Municipal Seal)

Tribury Constructors Inc.

President and COO – John Nipius

Senior Estimator – Jeffrey Malo

**Corporation of the City of
Temiskaming Shores**

Mayor - Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-070

Form of Agreement

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

Contractor's Name: Tribury Constructors Inc.

- .1 Pursuant to and in compliance with the Instructions to Bidders, and the Documents relating to the **City of Temiskaming Shores Tender #PWO-RFT-006-2018 - Pool Equipment & Heating Plant Replacement, Interior Repainting and New Acoustic Ceiling Panels - Temiskaming Shores Pool and Fitness Centre** as per documents issued by Mitchell Jensen Architects Inc. including the Addenda numbered and dated as follows:

1. Addendum No. 1 Dated March 19/18 3. Addendum No. 3 Dated March 26/18
2. Addendum No. 2 Dated March 22/18 4. Addendum No. 4 Dated March 27/18

The undersigned, having become thoroughly familiar with the Terms and Conditions of the Contract Documents, with local conditions affecting the performance, and the costs of the work at the place proposed, and having fully inspected the site, hereby proposes and agrees to fully perform the work in strict accordance with the Documents, including the furnishing of all labour, materials, equipment, permits, fees, duties, and all taxes, excluding the Harmonized sales Tax (HST), for the stipulated price as identified herein.

.2 **Base Price**

- .1 Eight-Hundred-Seventy-Nine-Thousand _____ dollars.
(\$ 879,000.00 _____), in lawful Canadian funds (Excluding HST).

In addition to the above price, the Harmonized Sales Tax (HST) will be charged at 13%.

- .3 The undersigned hereby accepts the terms of the Instructions to Bidders as related to the tender process and acknowledges that the Owner has the right to reject this Tender, but that this Tender shall remain open and irrevocable for a period of 60 days from the date of closing.
- .4 If notified in writing by the Owner, or a representative on behalf of the Owner, of the acceptance of this quotation, within 60 days of the tender closing date, the undersigned agrees to within 10 days thereafter:
- .1 Commence the Work in accordance with the requirements of Section 01011, and attain Substantial Performance of the Work described in the Documents, barring delays as prescribed in the Documents, within the duration prescribed by the Documents in Section 01011.
 - .2 Execute a "Canadian Standard Construction Document CCDC 2 (2008) Stipulated Price Contract", including amendments contained in the Specification.
 - .3 Provide a Performance Bond, and a Labour and Materials Payment Bond satisfactory to the Owner, as specified in the Contract Documents.
- .5 The undersigned declares that no person, firm or corporation other than the undersigned has any interest in this tender or in the proposed contract for which this tender is submitted.
- .6 The undersigned acknowledges that the Base Price includes the Cash Allowances specified in the Section 01021 Allowances.

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

7 Separate Prices

The following are prices for specific areas of work which, at the Owner's discretion, may be ADDED to the Work and the Base Bid Price in establishing the Contract Value. Separate Prices do not include the H.S.T.

.1 Add Water Level Controller

Reference Drawing PL3.0

Add new water level controller (supply and installation) as detailed on drawing PL3.0.

ADD \$ 5,000.00

8 Alternate Prices - Bidder Proposed

As per the Instructions to Bidders, the following prices are offered as additions or deletions to the Tender Price for the use of alternative methods or materials to those specified. These alternates are proposed by the Bidder, and shall only be incorporated into contract if expressly accepted by Owner.

Description	Add	or	Delete
N/A	\$ N/A		(\$ N/A)
N/A	\$ N/A		(\$ N/A)
N/A	\$ N/A		(\$ N/A)

9 Sub-Contractors

The following Sub-Contractors and Suppliers will be engaged by the undersigned to complete the work described in the Contract Documents. See Instructions To Bidders for details regarding this list, its use and implications.

SUBTRADE	NAME
9.1 Structural Steel	<u>Own Forces</u>
9.2 Painting	<u>International Painters</u>
9.3 Acoustic Panel Supply	<u>Acoustex</u>
9.4 Pool Equipment Installation	<u>Hollandia Gardens</u>
9.5 Mechanical - Prime Sub-Contractor, Division 15	<u>Metal Air</u>
9.6 Electrical - Prime. Sub-Contractor Division 16	<u>Campsall</u>

Tribury Constructors Inc.

MITCHELL
JENSEN
ARCHITECTS

TENDER FORM
POOL EQUIPMENT & HEATING PLANT REPLACEMENT,
INTERIOR REPAINTING & NEW ACOUSTIC CEILING PANELS
TEMSIKAMING SHORES POOL AND FITNESS CENTRE
City of Temiskaming Shores Tender #PWO-RFT-006-2018

Signed, sealed and submitted for and on behalf of:

Tribury Constructors Inc.

Company Name

1549 Fairburn Avenue
Sudbury, Ontario P3A 1N6

Address

John Nipius - President and COO

Name and Title



Signature

March 29, 2018

Date

Affix Corporate Seal

Jeffrey Malo - Senior Estimator

Witness Name and Title



Witness Signature



BID BOND

Bond No: 6349698-18-04

Bond Amount: 10% of tender

Tribury Constructors Inc. as Principal, hereinafter called the Principal, and Zurich Insurance Company Ltd a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto The Corporation of the City of Temiskaming Shores as Obligee, hereinafter called the Obligee, in the amount of Ten Percent of Tender Dollars (\$10% of tender) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written bid to the Obligee, dated this 29th day of March 2018, for Complete the Interior Renovations of the Existing Pool and Fitness Centre in New Liskeard.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within sixty (60) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated March 15, 2018

SIGNED and SEALED

Tribury Constructors Inc.
Principal

in the presence of :

JOHN NIPIUS
Name of Signator for Principal

Signature

Zurich Insurance Company Ltd

Kim Grant
Kim Grant, Attorney-In-Fact



copyright 2002

Canadian Construction Documents Committee

(CCDC 220 – 2002 has been approved by the Surety Association of Canada)



SURETY'S CONSENT / AGREEMENT TO BOND

BOND NO: : 6349698-18-04

WHEREAS Tribury Constructors Inc. (Principal) has submitted a written tender to The Corporation of the City of Temiskaming Shores (Obligee) dated the 29th of March 2018 concerning: Complete the Interior Renovations of the Existing Pool and Fitness Centre in New Liskeard.

and the condition of this obligation being such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within sixty (60) days from the closing date as specified in the Obligee's bid documents, we, Zurich Insurance Company Ltd, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship agree to issue for the Principal if the Principal shall enter into a written contract with the Obligee, the following bond(s):

1. a contract performance bond for **Fifty Percent (50%)** of the contract price.
2. a labour and material payment bond for **Fifty Percent (50%)** of the contract price.

This consent shall be null and void unless an application for the said bond(s) is made within **thirty (30)** days following the award of the contract.

Signed and Sealed 15 March 2018

Zurich Insurance Company Ltd



Kim Grant, Attorney-In-Fact

March 15, 2018

The Corporation of the City of Temiskaming Shores

To Whom It May Concern:

Re: Tribury Constructors Inc.
Description: Tender #PWO-RFT-006-2018 Pool Equipment & heating Plant Replacement, Interior Repainting and New Acoustic Ceiling Panels – Temiskaming Shores Pool and Fitness Centre, 77 Wellington Street, New Liskeard, ON

PBL Insurance Limited is the insurance broker for Tribury Constructors Inc. with Intact Insurance. We consider their operations to be well managed and their technical abilities to be excellent. We frequently arrange placement of insurance for large and complex projects on their behalf.

This will confirm that the following insurance is in effect expiring May 1, 2018 in respect to the above named organization.

Commercial General Liability	\$2,000,000 Each occurrence, subject to \$2,000,000 Products/Completed Operations Aggregate
Non-Owned Automobile Liability	\$2,000,000 Inclusive Limit Bodily Injury and Property Damage Combined
Owned Automobile Liability	\$2,000,000 Inclusive Limit Bodily Injury and Property Damage Combined
Umbrella Liability	\$8,000,000 Each Occurrence / Aggregate excess CGL and Automobile Third Party Liability

This letter will also serve to confirm that in the event Tribury Constructors Inc., is the successful tenderer, PBL Insurance Limited can place coverages required under a CCDC Contract, on their behalf.

Yours truly,
PBL Insurance Limited



for:
Guy Jolicoeur
Executive Vice President,
Risk Management Consultant

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
TRIBURY CONSTRUCTORS INC.	1549 FAIRBURN AVE, SUDBURY, ON, P3A1N6, CA	4021-099: Industrial, Commercial, and Institutional Construction	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / PARENT ACCOUNT	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E200000DXDRT	15-Mar-2018 to 19- May-2018

The Corporation of the City of Temiskaming Shores

By-law No. 2018-071

Being a by-law to enter into an agreement with Demora Construction Services Inc. for the rental of a rubber tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist connection within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-022-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Demora Construction Services Inc. for the Rental of a Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist Connection at a rate of \$120/hr for consideration at the April 17, 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 an agreement with Demora Construction Services Inc. for the Rental of a Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket/Twist Wrist Connection at a rate of \$120.00 per hour plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-071

Agreement between

The Corporation of the City of Temiskaming Shores

and

Demora Construction Services Inc.

for the Rental of a Rubber Tired Hydraulic Excavator
complete with Operator and Ditching Bucket / Twist Wrist
Connection

This agreement made in duplicate this 17th day of April, 2018.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

and

Demora Construction Services Inc.

(hereinafter called “the Contractor”)

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Equipment Rental – Rubber Tired Hydraulic Excavator complete with Operator
and Ditching Bucket / Twist Wrist Connection
Tender No. PWO-RFT-003-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents; and
- c) Complete, as certified by the Director, all the work by **September 31st, 2018.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Hundred and Twenty Dollars and Zero Cents (\$120.00) per hour plus applicable taxes** for the Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist Connection subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

All communications in writing between the parties, or between them and the Engineer shall be deemed to have been received by the addressee if delivered to the individual or

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

The Contractor:

Demora Construction Services Inc.
996464 Highway 11 North
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Remainder of this page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor’s Seal)
(if applicable))

Municipal Seal)

Demora Construction Services Inc.

President – Andy Desmarais

Witness – Matt McLaren

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-071

Form of Agreement



**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Form of Tender

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

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

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

Item	Description	Approximate Hours	Hourly Rate Quoted	Total Contract Price
1	Rubber Tired Hydraulic Excavator, complete with Operator	200	\$120. ⁰⁰ Per hour	\$24,000. ⁰⁰
			H.S.T.	\$3,120. ⁰⁰
			TOTAL	\$27,120. ⁰⁰

Make	Model	Manufacturing Date	Minimum Operating Weight
John Deere	595D	1997	16,500 kg

All hourly rates offered in this tender are firm, irrevocable and open for acceptance by the City for a period of thirty (30) days. The City will not reimburse any Bidder for any cost or expense of any kind incurred in preparation or submission of any response to this tender.

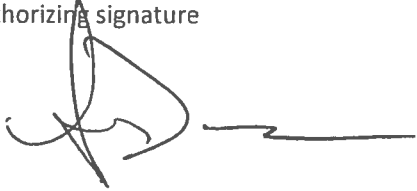
Page 1 of 7 to be submitted

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

I / We, the undersigned, understand and accept those specifications, conditions, and details as described herein, and, for these rates/prices offer to furnish all equipment, labour, apparatus and documentation as are required to satisfy this tender.

I/We Demora Construction Services offer to supply the requirements stated within at the cost of \$ 24,000.00 plus \$ 3,120.00 H.S.T.

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

Company Name <u>Demora Construction Services</u>	Contact name (please print) <u>Andy Desmarais</u>
Mailing Address <u>999 464 Hwy 11 New Liskeard, ont</u>	Title <u>President</u>
Postal Code <u>705 1P0</u>	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone <u>705 647 3800</u>	Fax <u>705 647 3834</u>
Cell Phone if possible <u>705 648 5328</u>	Email <u>Andy.desmarais@demora.ca</u>

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Non Collusion Affidavit

I/We Demora Construction Services the under signed, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.

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

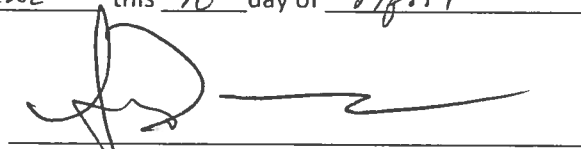
Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 10 day of April, 2018

Signed



Company Name

Demora Construction Services

Title

President

Page 3 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

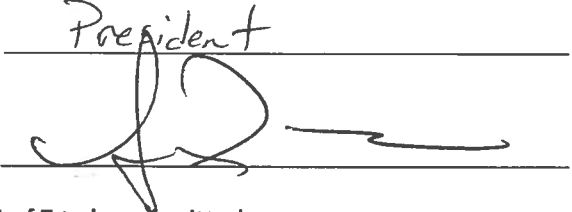
In making this quotation submission, our Company has / has no *(strike out inapplicable portion)* knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 10 day of April, 2018.

Firm Name Demara Construction Services

Bidder's Authorization Official Andy Desmarais

Title President

Signature 

Page 4 of 7 to be submitted



**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "A" – List of Proposed Sub-Contractors (if applicable)

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

Name	Address	WSIB Certificate Number (copy attached)

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

Signed by Company Official

Andy Desmarais

Printed

Signed

Page 5 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "B" List of Proposed Qualified Operators

A list of no less than two (2) operators that the Contractor proposes to employ in completing the required work outlined in this Tender must be included in the Tender documents submitted.

Operator	License Classification in good standing	Experience Describe graduate training/ years as Operator	Employee Status Full Time/Part time
Malcolm Dudgeon		30 years	Full Time
Greg work		12 years	Full Time Seasonal

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

Signed by Company Official

Andy Desmarais

Printed



Signed

This is Page 6 of 7 to be submitted

**City of Temiskaming Shores
PWO-RFT-003-2018
Excavator Rental**

Schedule "C"- 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: Andy Desmarais Company Name: Demara Construction Services
Address: 999 464 Hwy 11 New Liskeard Phone #: (705) 647 3800

I, Andy Desmarais, 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, the City has provided a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service, www.gov.on.ca/mcss/serve-ability/splash.html.

Date: April 10/18

This is Page 7 of 7 to be submitted

The Corporation of the City of Temiskaming Shores

By-law No. 2018-073

Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations within the City of Temiskaming Shores

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

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

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

And whereas Council considered Administrative Report No. PW-024-2018 at the April 17, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services for consideration at the April 17, 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 an agreement with Pedersen Construction (2013) Inc. for the supply of labour, equipment and material for Concrete Sidewalk and Curb Repair Services at various locations in the City of Temiskaming Shores, at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-073

Agreement between

The Corporation of the City of Temiskaming Shores

and

Pedersen Construction (2013) Inc.

for the Supply of Concrete Sidewalk and Curb Repair Services

This agreement made in duplicate this 17th day of April 2018.

Between:

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

and

Pedersen Construction (2013) Inc.
(hereinafter called "the Contractor")

Witnesseth:

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

Article I:

The Contractor will:

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

**Corporation of the City of Temiskaming Shores
Supply Sidewalk and Curb Construction Services
Tender No. PWO-RFT-005-2018**

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

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **at unit cost of \$160.00 per square metre of sidewalk and \$160.00 per linear metre of concrete curb and gutter plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

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

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

The Contractor:

Pedersen Construction (20130 Inc.
P.O. Box 2409
New Liskeard, Ontario
P0J 1P0

The Owner:

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

Remainder of Page left blank Intentionally

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

Signed and Sealed in)
the presence of)

Pedersen Construction (2013) Inc.

Contractor's Seal)
(if applicable))

President – Karl Pedersen

Municipal Seal)

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-073

Form of Agreement



Form of Tender

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

I/We, the undersigned, have carefully examined the Provisions, Plans, Specifications and OPS General Conditions of Contract referred to in the schedule of provisions, and has carefully examined the site and location of the work to be done under this contract. The Contractor understands and accepts the said Provisions, Plans, Specifications and General Conditions and, for the prices set forth in the Quotation, hereby offer to furnish all machinery tools, apparatus and other means of construction, furnish all material, except as otherwise specified in the contract. The work must be completed in strict accordance with the Provisions, Plans, Specifications and General Conditions referred to in the said schedule.

All prices shall be inclusive of all costs such as but not limited to the cost of the goods/ services, overhead and profit, shipping and any other costs but net of taxes. Taxes on the total costs should be shown separately.

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

Item	Description		Quoted price per m2	Total
1	Construction and installation of concrete sidewalk in accordance with OPSS 351 (Nov. 2010)	Approx. 450 square meters(m2) - sidewalk at various locations	\$165.00 / m2	\$74,250.00
2	Construction and installation of concrete curb in accordance with OPSS 351 (Nov. 2010)	Approx. 120 metres - curb at various locations	\$165.00 /m	\$19,800.00
			SUB TOTAL	\$94,050.00
			H.S.T.	\$12,226.50
			TOTAL	\$106,276.50

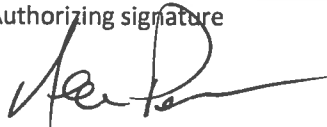
Page 1 of 6 to be submitted



I/We Pedersen Construction (2013) Inc. offer to supply the requirements stated within for the total contract price of \$ 94,050.00 + H.S.T.

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

The specifications have been read over and agreed to this 6th day of April 2018.

Company Name Pedersen Construction (2013) Inc.	Contact name (please print) Alec Pedersen
Mailing Address P.O. Box 2409 New Liskeard, Ontario	Title Secretary-Treasurer
Postal Code P0J 1P0	Authorizing signature  "I have the authority to bind the company/corporation/partnership."
Telephone 705-647-6223	Fax 705-647-8851
Cell Phone if possible 705-647-2707	Email apedersen@pedersenconstruction.ca



**City of Temiskaming Shores
PWO-RFT-008-2017
Sidewalk and curb construction**

Non Collusion Affidavit

I/ We Alec Pedersen the undersigned, am fully informed respecting the preparation and contents of the attached Tender and of all pertinent circumstances respecting such Bid.


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

Neither the Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham Bid in connection with the work for which the attached Bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the price of any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed Bid.

The price or prices quoted in the attached Bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The Bid, Tender or Proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Dated at New Liskeard this 6th day of April, 2018.

Signed 
Company Name Pedersen Construction (2013) Inc
Title Secretary-Treasurer



City of Temiskaming Shores

**Sidewalk and Curb Repairs
PWO-RFT-005-2018**

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

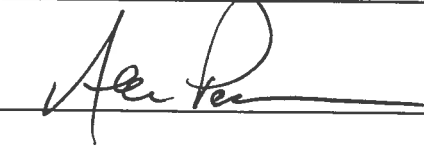
In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at New Liskeard this 6th day of April, 2018.

Firm Name Pedersen Construction (2013) Inc.

Bidder's Authorization Official Alec Pedersen

Title Secretary-Treasurer

Signature 



**City of Temiskaming Shores
Sidewalk and Curb Repairs
PWO-RFT-005-2018**

SCHEDULE "A" - LIST OF PROPOSED SUB-CONTRACTORS

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

Name	Address	WSIB Certificate Number (copy attached)
Not Applicable		

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

Signed by Company Official

Alec Pedersen

Printed



Signed

April 6, 2018

Date

Page 5 of 6 to be submitted



Schedule "B"

Accessibility for Ontarians with Disabilities Act, 2005 Compliance Agreement

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

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

Name Pedersen Construction (2013) Inc. Company Name

Phone Number 705-647-6223

Address P.O. Box 2409, New Liskeard, Ontario P0J1P0

I, Alec Pedersen, declare that I, or my company, are in full compliance with

Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*.

I, _____, declare that I, or my company, are not in full compliance

with Section 6 of Ontario Regulation 429/07, Accessibility Standards for Customer Service under the *Accessibility for Ontarians with Disabilities Act, 2005*, yet fully agree to meet the required compliance training standards on or before the delivery of the required goods and/or services. In an effort to assist non-compliant vendors, a link to a free e-learning course module called Serve-Ability, Transforming Ontario's Customer Service is available at www.gov.on.ca/mcss/serveability/splash.html.

Date: April 6th, 2018

Page 6 of 6 to be submitted

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 No. 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;

And whereas Council considered Memo No. 018-201-CS at the April 17, 2018 Regular Council meeting and directed staff to prepare By-law No. 2018-040 for third reading consideration at the April 17, 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 and second time this 3rd day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third time and finally passed this 17th 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. 2018-074

**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 17, 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 17, 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 17th day of April, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen