



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, May 1, 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 17, 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) Laurie Miller, Director – Ministry of Municipal Affairs

Re: Update on Inclusionary Zoning – Affordable Housing

Reference: Referred to the Planner

- b) Tammy Fowkes, Deputy Clerk – Town Amherstburg

Re: Support – School Closures

Reference: Received for Information

- c) Art Booth, Assistant Deputy Fire Marshall – Ministry of Community Safety and Correctional Services

Re: 2018 Municipal / NFPP Fire Protection Profile Packages

Reference: Referred to the Fire Chief

- d) Association of Municipalities Ontario – Communications
Re: 2018-2020 AMO Board of Directors Call for Nominations
Reference: Received for Information

- e) Claire Hendrikx, Executive Director – The Timiskaming Foundation
Re: 2017 Annual Report
Reference: Received for Information (Full Report in Clerk’s Office)

- f) Andréanne Denis, Communications Manager – Canadian Mental Health Association
Re: Proclamation – May 7th to 13th, 2018 “Mental Health Week”
Reference: Motion to be presented under New Business

- g) Monique Chartrand, Executive Director – Victim Services of Temiskaming & District
Re: Proclamation – May 27th to June 2nd, 2018 “Victim and Survivors of Crime Awareness Week”
Reference: Motion to be presented under New Business

- h) Krista Adams, Acting Director – Ministry of Transportation
Re: Province wide cycling network / long-term Implementation Plan
Reference: Referred to the Director of Recreation Services

- i) Honourable Dipika Dameria, Minister of Senior Affairs
Re: Seniors Community Grant (SCG) Program – Funding of \$8,800
Reference: Referred to New Business (Administrative Report RS-008-2018)

j) Yvan Baker, MPP Parliamentary Assistant - Ministry of Finance

Re: 2018 ROMA Delegation – OMPF Funding Formula

Reference: Received for Information

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on March 21, 2018;
- b) Minutes of the Emergency Management Program Committee meeting held on March 29, 2018;
- c) Minutes of the Temiskaming Shores Accessibility Advisory Committee meeting held on March 14, 2018;
- d) Minutes of the Age Friendly Community Committee meeting held on December 11, 2017;
- e) Minutes of the Age Friendly Community Committee meeting held on February 12, 2018;
- f) Minutes of the Age Friendly Community Committee meeting held on March 12, 2018; and
- g) Minutes of the City of Temiskaming Shores Committee of Adjustment meeting held on March 28, 2018.

12. Committees of Council – Internal Departments

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Request for Proclamation – Canadian Mental Health Association

Draft Motion

Whereas the Canadian Mental Health Association Cochrane-Timiskaming Branch is involved in this year's Mental Health Week by participating in the Five Ways to Wellbeing campaign; and

Whereas Mental Health Week is an opportunity to increase public awareness of mental health as well as reduce the stigma related to mental illness in our community; and

Whereas Mental Health Week provides an opportunity to help create a community where everyone belongs and where everyone has the opportunity to live a happy and fulfilling life.

Now therefore be it resolved that Council hereby proclaims May 7th to 13th, 2018 as "***Mental Health Week***" in the City of Temiskaming Shores.

b) Request for Proclamation – Victim Services of Temiskaming & District

Draft Motion

Whereas Temiskaming & District VCARS is a member of the Ontario Network of Victim Service Providers; and

Whereas Victim Services provide a wide variety of services including immediate assistance to victims of violent crime to lessen the impact of the event and increase a victim's safety; and

Whereas the theme of the 2018 Victims and Survivors of Crime Awareness Week is ***Transforming the Culture together***; and

Whereas Council for the City of Temiskaming Shores recognizes not only the victims of crime but also the many individuals who are a part of the various organizations that assist the victims to deal with the aftermath and to rebuild their lives.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby proclaims May 27th to June 2nd, 2018 as ***“Victims and Survivors of Crime Awareness Week”*** in the City of Temiskaming Shores.

c) Administrative Report No. PW-025-2018 – Increase in Contingency – Temiskaming Shores Infrastructure Project – Phase 1

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-025-2018;

That Council agrees to increase the value of the contract (contingency portion) with Pedersen Construction (2013) Inc. for the Temiskaming Shores Infrastructure Project – Phase 1 by \$140,000; and

That Council directs Staff to prepare the necessary by-law to amend By-law No. 2016-165 for Council’s consideration at the May 1, 2018 Regular Council meeting.

d) Administrative Report No. PW-026-2018 – 2018 Roadway Resurfacing Program

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-026-2018 particularly Appendix 02 - Proposed 2018 Roadway Resurfacing Program prepared in consultation with *Miller Paving Limited*; and

That Council directs staff to prepare the necessary by-law and agreement with Miller Paving Limited for the 2018 Roadway Resurfacing Program on various roadway sections in Temiskaming Shores at an upset limit of \$1,031,840 plus applicable taxes for consideration at the May 1, 2018 Regular Council meeting.

e) Administrative Report No. RS-005-2018 – CRCS Recreation – Design, Supply and Installation of a Splash Pad

Draft Motion

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

That Council approves the selection CRCS Recreation for the design, supply and installation of a splash pad and directs the Spalsh Pad Committee to commence design and cost analysis of the project.

f) Administrative Report No. RS-008-2018 – Seniors Community Grant - Transportation

Draft Motion

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

That Council direct staff to prepare the necessary by-law to enter into an Ontario Transfer Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs under the Seniors Community Grant Program in the amount of \$8,800 to assist in the provision of accessible transportation to existing community events for older adults in Temiskaming Shores and area for consideration at the May 1, 2018 Regular Council meeting.

g) Administrative Report No. CGP-012-2018 – 2017 Annual Building and Statistics Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CGP-012-2018 more specifically Appendix 01 – 2017 Annual Report – Building Permit Fees and Appendix 02 – Building Permit Statistics Report 2013-2017 for information purposes; and

That Council directs staff to post the 2017 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code.

h) Administrative Report No. CGP-013-2018 – Adoption of a new Property Standards By-law (Interior Inspections)

Draft Motion

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

That Council directs staff to prepare the necessary by-law for the adoption of a Property Standards By-law for consideration of Provisional Approval (1st and 2nd reading) at the May 1, 2018 Regular Council meeting; and

That Council directs staff to host a public meeting on May 9, 2018 to permit review of the draft Property Standards By-law prior to consideration of 3rd reading anticipated for the May 15, 2018 Regular Council meeting.

i) Proclamation - Emergency Preparedness Week 2018

Whereas Emergency Preparedness Week is an annual event that takes place each year during the first full week of May to increase public awareness and educate residents on personal preparedness for disasters and emergencies; and

Whereas the City of Temiskaming Shores through the Office of the Fire Marshal and Emergency Management and all our Emergency Management Partners, assists the City of Temiskaming Shores to identify community risks, mitigate those risks, prepare for, respond to, and recover from disasters and emergencies; and

Whereas the City of Temiskaming Shores is doing everything it can to prepare for disasters, and realizes residents also have an important role to play in ensuring their own safety during an emergency; and

Whereas emergency preparedness is a shared responsibility and all individuals can reduce the risk we face by better understanding what could happen and learning how to better prepare ourselves, our families and our community; and

Whereas each individual must understand the risks inherent to where we live and work and undertake actions that reduce those risks in an effort to limit the extent to which an emergency may affect us.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the week of May 6th to 12th, 2018 to be “**Emergency Preparedness Week**” in the City of Temiskaming Shores, and encourages

all citizens to participate in educational activities during Emergency Preparedness Week.

j) Administrative Report No. PPP-003-2018 – SCBA Replacement

Draft Motion

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

That Council directs staff to prepare the necessary by-law and agreement with M&L Supply for the supply and delivery of Self Contained Breathing Apparatus (SCBA) for the Temiskaming Shores Fire Department at an upset amount of \$260,967.50 plus applicable taxes for consideration at the May 1, 2018 Regular Council meeting.

16. By-laws

Presentation – 2018 Municipal Budget

Draft Motion

Be it resolved that By-law No. 2018-075 being a by-law to adopt the 2018 Municipal Budget for the City of Temiskaming Shores be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-075 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Draft Motion

Be it resolved that:

By-law No. 2018-076 Being a by-law to establish Tax Ratios for 2018

By-law No. 2018-077 Being a by-law to provide for the adoption of 2018 Tax Rates for Municipal and School purposes and to further provide penalty and interest payment in default

By-law No. 2018-078 Being a by-law to amend By-law No. 2016-165 (Agreement with Pedersen Construction Inc. for Infrastructure Upgrades – Gray Road Project)

By-law No. 2018-079 Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Senior Affairs under the Seniors Community Grant Program

By-law No. 2018-080 Being a by-law to enter into an agreement with Miller Paving Limited for the 2016 Roadway Surfacing Program within the City of Temiskaming

By-law No. 2018-081 Being a by-law to regulate Property Standards for property within the municipality

By-law No. 2018-082 Being a by-law to enter into an agreement with M & L Supply (Fire & Safety) for the supply and delivery of Self-Contained Breathing Apparatus for the Temiskaming Shores Fire Department

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that:

By-law No. 2018-076;

By-law No. 2018-077;

By-law No. 2018-078;

By-law No. 2018-079;

By-law No. 2018-080; and

By-law No. 2018-082;

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 15, 2018 at 6:00 p.m.

b) Regular – Tuesday, June 5, 2018 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

Draft Motion

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

a) Adoption of the April 3, 2018 – Closed Session Minutes

b) Under Section 239 (2) (c) of the Municipal Act, 2001 – potential disposition of land – presentation by developer

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

Draft Motion

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

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2018-083 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 **May 1, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-083 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 17, 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 6:03 p.m.

2. Roll Call

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

Present: Christopher W. Oslund, City Manager
David B. Treen, Municipal Clerk
Doug Walsh, Director of Public Works
Tim Uttley, Fire Chief
Mitch Lafreniere, Manager of Physical Assets
Jennifer Pye, Planner

Regrets: Councillor Laferriere

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

Members of the Public Present: 0

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2018-200

Moved by: Councillor Foley

Seconded by: Councillor Hewitt

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2018-201

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

a) Regular meeting of Council – April 3, 2018

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) 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

Resolution No. 2018-202

Moved by: Councillor Whalen
Seconded by: Councillor McArthur

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. 2018-203

Moved by: Councillor Hewitt
Seconded by: Councillor Foley

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.

Carried

12. Committees of Council – Internal Departments

None

13. Reports by Members of Council

Councillor Hewitt reported on the following:

- Cannabis: Participated in the Public Health Ontario webinar on April 17, 2018 and it was primarily in regards to municipalities and the legalization of Cannabis. Two speakers featured; one a Senior Advisor at AMO and spoke to the nature of the process and the key factors that municipalities will have to consider. The amount of financial benefit to a municipality from the sale of legalized cannabis appears to be significantly less than the financial obligations for treatment programs for

people with an addiction. The second speaker was from a Public Health perspective and how to protect the most vulnerable citizens. He spoke to the potential impact to those with a mental health condition.

Mayor Kidd reported on the following:

- Cannabis: There will be a cannabis forum held at the Dymond Community Hall on May 2nd at 7 p.m. and encouraged everyone to attend.

Councillor Whalen reported on the following:

- FONOM: Will be participating in the passenger rail submit being held on Thursday, April 19th in Sault Ste. Marie as a FONOM representative.
- Library Board: Three (3) public information sessions were held in regards to library services which included discussion on the branch in New Liskeard with good feedback.

14. Notice of Motions

None

15. New Business

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

Resolution No. 2018-204

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2018-205

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. 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;
- that staff will develop a security plan for Council consideration;
- 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

Carried

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

Resolution No. 2018-206

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. 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.

Carried

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

Resolution No. 2018-207

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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.

Carried

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

Resolution No. 2018-208

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. 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.

Carried

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

Resolution No. 2018-209

Moved by: Councillor Hewitt

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2018-210

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

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.

Carried

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

Resolution No. 2018-211

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2018-212

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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.

Carried

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

Resolution No. 2018-213

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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.

Carried

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

Resolution No. 2018-214

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

Carried

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

Resolution No. 2018-215

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

Carried

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

Resolution No. 2018-216

Moved by: Councillor Jelly

Seconded by: CouncillorFoley

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.

Carried

16. By-laws

Resolution No. 2018-217

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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.

Carried

Resolution No. 2018-218

Moved by: Councillor Foley

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. 2018-065;

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.

Carried

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

City Manager Chris Oslund outlined that the BIA information session was held on April 5, 2018 with approximately 50 people in attendance. The deadline for property owners to respond is April 27, 2018 and of the 115 property owners the city has received 50 responses to date.

City Manager Chris outlined that staff, as part of the consideration of the 2018 Municipal Budget on May 1, 2018, will be making a presentation on the final draft.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2018-219

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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.

Carried

Resolution No. 2018-220

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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.

Carried

21. Adjournment

Resolution No. 2018-221

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:50 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

**Ministry of
Municipal Affairs**

Provincial Planning Policy
Branch
777 Bay Street, 13th Floor
Toronto ON M5G 2E5
Tel. 416-585-6014
Fax 416-585-6870
www.ontario.ca/MAH

**Ministère des
Affaires municipales**

Direction des politiques
provinciales
d'aménagement
777, rue Bay, 13^e étage
Toronto ON M5G 2E5
Tél. 416-585-6014
Télééc. 416-585-6870
www.ontario.ca/MAH



Date: April 16, 2018

Subject: Update on Inclusionary Zoning

I am writing to inform you that municipalities in Ontario now have the option to implement inclusionary zoning. Inclusionary zoning is a new land-use planning tool that allows municipalities to require affordable housing units to be included in residential developments.

The changes to the Planning Act related to inclusionary zoning and associated regulations came into effect on April 12, 2018.

Municipalities can tailor their inclusionary zoning program to suit local contexts, while meeting minimum requirements set out in regulation. Key requirements of inclusionary zoning include:

- Municipalities choosing to implement inclusionary zoning must first prepare an assessment report.
- Taking into account the information and impact analysis contained in the assessment report, municipalities must outline their requirements for inclusionary zoning in official plan policies and implement them through zoning bylaws.
- Municipalities could permit affordable housing units to be located on another site, subject to restrictions set out in regulation.

- Owners would be required to enter into agreements with the municipality that could be registered against the land and enforced against subsequent owners, to ensure that the units remain affordable over time.
- Municipalities must establish procedures for monitoring to ensure affordable housing units are maintained during the affordability period.
- Municipalities must meet reporting requirements every two years and these reports must be made publicly available.
- Inclusionary zoning official plan policies or zoning bylaws cannot be appealed to the Local Planning Appeal Tribunal, except by the Minister.

There are areas where municipalities have the flexibility to establish inclusionary zoning rules through official plan policies, by-laws and agreements. These include threshold, unit set-asides and affordability period, among other areas.

For more details on inclusionary zoning in Ontario, please visit:
<http://www.mah.gov.on.ca/page13790.aspx>

If you have any questions, please contact: Thelma Gee, Team Lead. Thelma can be reached at thelma.gee@ontario.ca or 416-585-6330.

Sincerely,



Laurie Miller
Director



The Corporation of The Town of Amherstburg

April 13, 2018

VIA EMAIL

Association of Municipalities of Ontario (AMO)
200 University Avenue, Suite 801
Toronto, ON M5H-3C6
Email: amo@amo.on.ca

Rural Ontario Municipal Association (ROMA)
200 University Avenue, Suite 800
Toronto, ON M5H-3C6
Email: roma@roma.on.ca

Re: Offering School Property to Municipalities

At the Regular meeting of April 9th, 2018, Amherstburg Town Council passed the following:

Resolution # 20180409-107

“That a letter BE SENT in support of the Town of Essex’s resolution regarding offering closed school properties to municipalities for one dollar.”

Regards,

Tammy Fowkes
Deputy Clerk

cc: Ontario Municipalities
enlc: Town of Essex correspondence dated February 1, 2018



RECEIVED
MAR 15 2018
Town of Amherstburg

February 1, 2018

Association of Municipalities of Ontario (AMO)
200 University Avenue, Suite 801
Toronto, Ontario M5H 3C6
Email: amo@amo.on.ca

Rural Ontario Municipal Association
200 University Avenue, Suite 800
Toronto, Ontario M5H 3C6
Email: roma@roma.on.ca

Ontario Municipalities

Re: Offering School Property to Municipalities

Dear Sir/Madam,

At its regular council meeting of January 15, 2018, Essex Town Council discussed the ongoing issue of school closures throughout Ontario. These school closures in many cases result in properties that are left as vacant and unused for substantial periods of time and this often results in properties that not only become eyesores for the affected communities but as well often have further negative impacts on the social and economic development of that community and its municipality.

Many municipalities might be interested in purchasing these properties for development and sustainment as a hub in their community. However the feasibility of this certainly becomes more daunting and for some municipalities even impossible when municipalities that are interested in purchasing must first (pursuant to current regulations) purchase these properties at fair market value with taxpayer dollars and then may need to spend further taxpayer monies in order to retrofit and/or remediate the building (s) on these properties.

Given the fact that these properties were already originally purchased and developed into schools using taxpayer dollars we ask that consideration be given to the fact that the taxpayers should not again have to purchase these properties at fair market value if the intent



is for the particular Municipality to develop and/or sustain these properties for the betterment of its community.

As a result of the discussion the following resolution was passed by Essex Town Council at its January 15, 2018 regular meeting:

Moved by Councillor Bondy
Seconded by Councillor Voakes

(R18-01-013) That the Town of Essex send a request to the Association of Municipalities of Ontario (AMO), ROMA and all other municipalities in Ontario requesting that when schools boards make decisions to close schools, that they have to offer the building to the local municipality for a dollar.

Carried

Council believes that providing the opportunity to purchase the buildings for a dollar would give municipalities a meaningful opportunity to ensure that these properties remain a key hub for social and economic development in their respective communities.

Should you have any questions or comments regarding this matter, please feel free to contact the undersigned.

Yours truly,

A handwritten signature in black ink, appearing to read "Robert Auger".

Robert Auger, L.L.B.
Clerk, Legal and Legislative Services
Town of Essex
Email: rauger@essex.ca

RA/lm

**Ministry of
Community Safety and
Correctional Services**

Office of the
Fire Marshal and
Emergency Management

Suite 6
3767 Hwy 69 South
Sudbury ON P3G 0A7
Tel: 1-800-565-1842
Fax: (705) 564-4555

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

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

Suite 6
3767, route 69 sud
Sudbury ON P3G 0A7
Tél. : 1-800-565-1842
Télééc. : (705) 564-4555



To: Municipal Clerks / Chief Administrative Officers / Local Service Boards

From: Art Booth, A/Assistant Deputy Fire Marshal, Field & Advisory Services

Date: April 23, 2018

Re: 2018 Municipal/NFPP Fire Protection Profile Packages

The Office of the Fire Marshal and Emergency Management (OFMEM) collects on an annual basis essential municipal and fire department data to assist in the fulfillment of its fire protection mandate.

This year, the profile packages will be distributed beginning the week of May 7, 2018. The package will include:

- Your municipality's 2018 Municipal/NFPP Fire Protection Profile form;
- Your municipality's Community Contacts Verification Report;
- A blank Staff Contact Information form, which is to be used to update the information of key municipal/community and fire department staff members; and
- Instruction guides to complete the forms mentioned above.

The OFMEM requests that forms be completed and returned by e-mail to OFMFDM@ontario.ca no later than June 30, 2018. Enquiries regarding completing specific fields on the form should be directed to the Advice and Assistance Unit, Field and Advisory Services, OFMEM. Staff can be reached by e-mail at OFMEM-FAS-AA@ontario.ca or by telephone at 1-844-638-9560.

The OFMEM appreciates your cooperation in completing the forms. The OFMEM uses the information that is collected in support of programs such as the mutual aid program and the Northern Fire Protection Program (NFPP). It is also used for communications with municipalities, communities and fire departments, including the distribution of documents and publications.

If you do not receive your 2018 annual profile package by May 15th, please contact OFMFDM@ontario.ca to advise us.

Regards,

A handwritten signature in black ink, appearing to read 'Art Booth', with a long horizontal flourish extending to the right.

Art Booth
A/Assistant Deputy Fire Marshal
Field and Advisory Services

c. Fire Chiefs

Dave Treen

From: AMO Communications <communicate@amo.on.ca>
Sent: April-23-18 8:04 PM
To: Dave Treen
Subject: 2018 - 2020 AMO Board of Directors Call for Nominations
Attachments: 2018 - 2020 AMO Board of Directors ST Call for Nominations.pdf

Monday, April 23, 2018

To: Head and Members of Council
From: Trevor Wilcox, Secretary-Treasurer, AMO

Please be advised that in accordance with the Association's governing by-law, the Secretary-Treasurer is requesting nominations to the 2018 – 2020 AMO Board of Directors.

Attached please find:

- A summary of the offices for which elections will be held at the 2018 Annual Meeting;
- An estimate of the annual time commitment required to serve on the AMO Board of Directors and for those who will then serve on the AMO Executive Committee; and
- Nomination Form.

The names of all qualified individuals who are duly nominated will appear on the ballot for election to the Board. From the AMO Bylaw No. 2, Part 3, qualifications are:

3.3 Qualifications of Directors.

a) Every Director shall:

- be an individual of eighteen (18) or more years of age;
- be an elected official of a Member Municipality or an employee of a Member Municipality of the Corporation;
- not be an undischarged bankrupt; and
- not be declared incapable.

b) The position of Secretary-Treasurer is to be filled by an employee of a Member Municipality and also meet the qualifications of 3.3 a).

Qualified Nominees must obtain a Council resolution of support which must also specify the Caucus or position for which the individual is being nominated. In order to provide the broadest representation possible, AMO Bylaw No. 2 stipulates that a member municipality can only have one representative on the Board unless another representative is on the Board as an appointed official from a municipal group. See Section 3.4(e).

A completed Nomination Form and supporting material must be received no later than 12:00 noon on Monday, June 25, 2018. Nominations will not be accepted beyond that date. AMO's Chief Returning Officer, Peter Fay, will certify the nomination. A Nominations Report will be issued no later than Friday, July 27, 2018.

Please forward a completed Nomination Form to the Association via email amoelections@amo.on.ca or fax at (416) 971-6191 or mail to the attention of Pat Vanini, Executive Director.

All candidates will be contacted to confirm receipt of their nominations and at that time will receive further information on the election process.

If you have any questions regarding this information, please contact Pat Vanini, Executive Director at (416) 971-9856, ext. 316, e-mail pvanini@amo.on.ca or Lorna Ruder, Executive Assistant, ext. 341, email lruder@amo.on.ca

DISCLAIMER: Any documents attached are final versions. AMO assumes no responsibility for any discrepancies that may have been transmitted with this electronic version. The printed versions of the documents stand as the official record.

OPT-OUT: If you wish to opt-out of email communications from AMO, please click [here](#).





THE TEMISKAMING FOUNDATION

Sharing in the Growth of our Community

RECEIVED

APR 24 2018

Dear Fund Holder,

We are pleased to enclose a copy of our Annual Report, Report to the Community 2017, which reflects back on last year. We invite you to take some time to read this report and learn how The Temiskaming Foundation serves as a philanthropic catalyst in our community – improving lives and strengthening ties among us. This work would not have been possible without the support of community minded people like you.

By the end of 2017, our assets were \$7.2 million. In 2017, over \$390,000 was distributed to charities and agencies in the community.

The investment climate in 2017 was good and The Temiskaming Foundation had returns of 7.2%. After the standard 3.5% to granting and 1.5% to the administration fee, the Investment Committee and the Board of Directors decided to divide the remaining between the following: additional granting (1.5%) and an allocation to reserves (0.7%).

Over the past few years, we have been building reserves for each fund. We believe that this is the best way to ensure that even in years when returns are not good, we will still be able to honour the granting requirements. We have decided to carry a balance equivalent to 3 years granting (10.5% of the principal of the fund). When your fund has reached this point, we will grant out the difference.

Thanks to the generosity of donors like you, each year The Temiskaming Foundation continues to make a difference to the quality of life in our community.

If you have any questions about our annual report, events or initiatives, please do not hesitate to contact us at 705-647-1055 or tff@temiskamingfoundation.ca

Sincerely,

Claire Hendrikx
Executive Director

~~Email: tff@ntlsympatico.ca~~

Box 1084, New Liskeard, Ontario, Canada P0J 1P0
705-647-1055



**Canadian Mental
Health Association**
Mental health for all

**Association canadienne
pour la santé mentale**
La santé mentale pour tous

**Cochrane
Timiskaming**

Timmins
330 avenue Second Avenue
Suite 201
Timmins, ON P4N 8A4
Tel/tél: 705.267.8100
Fax/télé: - Administration:
705.268.8742
Fax/télé: - Client Services /
Service à la clientèle
705.267.8202
cmhatim@cmhact.ca

Kirkland Lake
5, rue Kirkland ouest
5 Kirkland Street West
Kirkland Lake, ON P2N 1N9
Tel/tél: 705.567.9596
Fax/télé: 705.567.5211
cmhatmsk@cmhact.ca

Englehart
63, rue 5th Street
Englehart, ON P0J 1H0
Tel/tél: 705.544.1971
Fax/télé: 705.544.2117
cmhatmsk@cmhact.ca

Temiskaming Shores
P.O. Box / C.P. 249
20 rue May Sud
20 May Street South
Temiskaming Shores, ON
P0J 1P0
Tel/tél: 705.647.4444
Fax/télé: 705.647.4434
cmhatmsk@cmhact.ca

**Maison d'hébergement pour
femmes Tranquility House
Women's Shelter**
P.O. Box / C.P. 300
Matheson, ON P0K 1N0
Tel/tél: 705.273.2339
Fax/télé: 705.273.2457
cmhaws@cmhact.ca

www.cmhact.ca

Charitable Registration
#10686 3947 RR0001

April 17th, 2018

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

Dear Mayor Kidd:

On behalf of the Canadian Mental Health Association (CMHA) Cochrane-Timiskaming Branch, I am writing to request your proclamation of May 7th to 13th 2018, as Mental Health Week in the City of Temiskaming Shores.

Mental Health Week is an opportunity to increase public awareness of mental health as well as reduce the stigma related to mental illness in our community. Mental Health Week provides us an opportunity to help create a community where everyone belongs and where everyone has the opportunity to live a happy and fulfilling life.

CMHA Cochrane-Timiskaming is participating in this year's Mental Health Week by participating in the Five Ways to Wellbeing campaign, in partnership with local organizations and service providers. We will also be hosting various activities throughout the week, which will be published on our website shortly.

In recognition of the growing importance of mental health in the lives of our citizens, we ask that the City of Temiskaming Shores issue a proclamation for Mental Health Week, May 7th to 13th, 2018.

Thank you for your consideration.

Sincerely,

Andréanne Denis
Communications Manager





VICTIM SERVICES of Temiskaming & District

April 25, 2018

Sent by email to dtreen@temiskamingshores.ca

David B. Treen, CET
Municipal Clerk
City of Temiskaming Shores – Mayor and Council Members
PO Box 2050, 325 Farr Drive
Haileybury, ON P0J 1K0

Re: 2018 Victims and Survivors of Crime Awareness Week

“TRANSFORMING THE CULTURE TOGETHER”! That is the theme of the 2018 Victims and Survivors of Crime Awareness Week which will take place from May 27 TO June 2, 2018.

Victim Services of Temiskaming & District would like to make a request to council that they proclaim the week of May 27th to June 2, 2018 as “Victims and Survivors of Crime Awareness Week” in the City of Temiskaming Shores.

“We can all help shape a future in which victims and survivors of crime are treated with the compassion, courtesy, and respect they deserve. Victims Week is about raising awareness about issues facing victims of crime and the services, programs, and laws in place to help them and their families.”

Thank you for your consideration.

Sincerely,

Monique Chartrand, Executive Director
Victim Services of Temiskaming & District
Email: temvcars@ntl.sympatico.ca

Temiskaming Shores Main Office
P.O. Box 1312, 300 Armstrong St. N.
New Liskeard, Ontario P0J 1P0
(705) 647-0096 Fax: (705) 647-5646
Email: temvcars@ntl.sympatico.ca

Kirkland Lake Satellite Office
145 Government Road E.
Kirkland Lake, Ontario P2N 3P4
(705) 568-2154 Fax: (705) 568-2153
Website: www.temiskamingvcars.com

Ministry of Transportation

Transportation Policy Branch
Sustainable and Innovative
Transportation Office

777 Bay Street, 30th Floor
Toronto, Ontario
M7A 2J8
Email: CycleONStrategy@ontario.ca

Ministère des Transports

Direction des politiques du transport
Bureau pour la durabilité et l'innovation
en matière de transport

777, rue Bay, 30^e étage
Toronto (Ontario)
M7A 2J8
Courriel : CycleONStrategy@ontario.ca



April 25, 2018

Dear Sir/Madam,

I am pleased to share that Ontario has completed its study to identify a province-wide network of cycling routes. The final report and the network map are now available on the Ministry of Transportation web site.

Next steps for the province-wide cycling network, including the development of a long-term implementation plan and support for municipalities, have been incorporated in Ontario's newly released #CycleON Action Plan 2.0.

From April 12 to May 26, 2017, the province invited the public to submit comments on the draft province-wide cycling network online through the Environmental Registry. A Decision Notice summarizing all comments received and their impact on the decision will be posted within the next two weeks on the Environmental Registry (posting number 013-0190).

We sincerely thank everyone who provided comments on the draft and everyone who has provided input at various stages of the process. Partnership and collaboration will be essential to successful implementation of the network. We look forward to continuing to work with municipalities and other partners to develop the long-term network implementation plan.

If you have any questions about the network, please contact Darryl Soshycki at Darryl.Soshycki@ontario.ca or (416) 585-7270.

Sincerely,

A handwritten signature in black ink, appearing to read "Krista Adams".

Krista Adams
Director (A), Transportation Policy Branch

**Minister of
Seniors Affairs**

Office of the Minister

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

**Ministre des Affaires
des personnes âgées**

Bureau du ministre

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



March 2018

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

Dear Sir/Madam:

Re: Seniors Community Grant (SCG) Program 2017-19

I am pleased to inform you that your application, which was submitted to the Ministry of Seniors Affairs' SCG program, has been conditionally approved for funding, based on the strength of your proposal. We are prepared to award funding for a total of up to \$8,800.00, pending entry into a funding agreement.

In November 2017, our government launched [Aging with Confidence: Ontario's Action Plan for Seniors](#), a \$155 million investment aimed at keeping seniors independent, healthy and active, safe and socially connected. As outlined in this plan, the SCG program was enhanced to help even more seniors.

You will be contacted by a representative from the Ministry of Seniors Affairs who will provide additional information about the funding agreement. Until you have entered into the agreement, I would ask that you not make any public announcements regarding this conditional approval.

Our government values your dedication and your support of seniors' activities in Ontario and I wish you much success in your endeavours.

Yours truly,

Dipika Damerla
Minister

cc: John Vanthof, MPP (Timiskaming-Cochrane)

**Minister of
Seniors Affairs**

Office of the Minister

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

**Ministre des Affaires
des personnes âgées**

Bureau du ministre

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



Mars 2018

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

Monsieur, Madame,

Objet : Programme de subventions aux projets communautaires pour l'inclusion des personnes âgées 2017-2019

Je suis heureuse de vous informer que la demande présentée au Programme de subventions aux projets communautaires pour l'inclusion des personnes âgées du ministère des Affaires des personnes âgées a reçu une approbation de financement conditionnelle, en fonction de la rigueur de votre proposition. Nous sommes prêts à octroyer un financement pouvant aller jusqu'à 8,800.00\$ en attendant la conclusion d'une entente de financement.

En novembre 2017, notre gouvernement a lancé [Vieillir en confiance : plan d'action de l'Ontario pour les personnes âgées](#), un investissement de 155 millions de dollars visant à garder les personnes âgées autonomes, en santé et actives, en sécurité et en contact avec les autres. Comme le décrit ce plan, le Programme a été amélioré pour aider un nombre encore plus grand de personnes âgées.

Un représentant du ministère des Affaires des personnes âgées communiquera avec vous pour vous fournir de plus amples renseignements concernant l'entente de financement. Jusqu'à ce que l'entente de financement soit conclue, je vous demanderais de ne procéder à aucune annonce publique concernant cette approbation conditionnelle.

Notre gouvernement accorde une grande importance à votre dévouement et à votre soutien envers les activités pour les personnes âgées en Ontario, et je vous souhaite beaucoup de succès dans tout ce que vous entreprendrez.

Veuillez agréer l'expression de mes sentiments distingués.

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

Dipika Damerla
Ministre

c. c. John Vanthof, député/députée (Timiskaming-Cochrane)



Frost Building South, 7th Floor
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Telephone: 416 325-3581
Facsimile: 416 325-0374

Édifice Frost Sud, 7^e étage
7 Queen's Park Crescent
Toronto ON M7A 1Y7
Téléphone: 416 325-3581
Télécopieur: 416 325-0374



APR 11 2018

His Worship Carman Kidd
Mayor
City of Temiskaming Shores
PO Box 2050
325 Farr Avenue
Haileybury, Ontario
P0J 1K0

Dear Mayor Kidd:

It was a pleasure meeting with you and your delegation at the 2018 Rural Ontario Municipal Association (ROMA) Conference in Toronto.

During our meeting you had some questions about your funding through the Ontario Municipal Partnership Fund (OMPF), including the calculation of total weighted assessment per household and median household income, and the Farm Area Measure. You also noted the challenges faced by regional service hubs. As discussed, Ministry of Finance staff will follow up with your treasurer to discuss your questions on the OMPF.

Additionally, you had questions regarding the combined benefit of the OMPF and the provincial uploads. Ministry staff would be happy to provide you with an analysis of the benefit Temiskaming Shores has received from the provincial uploads in a follow-up meeting.

I appreciated the opportunity to speak with you in person about the issues that impact your community. I will be sure to share your comments and concerns with the Honourable Charles Sousa, Minister of Finance.

.../cont'd

Our government continues to be committed to working in partnership with municipalities.

Thank you again for the opportunity to meet with you in person.

Sincerely,

A handwritten signature in cursive script that reads "Yvan Baker".

Yvan Baker, MPP
Parliamentary Assistant

c: Allan Doheny, Assistant Deputy Minister, Provincial-Local Finance Division,
Ministry of Finance

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, March 21, 2018

7:00 p.m. at the New Liskeard Branch

1. Call to Order

Meeting called to order by Chair Donald Bisson at 7:00 p.m.

2. Roll Call

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

Regrets: Robert Dodge, Jeff Laferriere

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Roger Oblin

Seconded by: Anna Turner

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

Carried.

4. Adoption of the Minutes

Moved by: Danny Whalen

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, February 21, 2018, as amended.

Carried.

5. Business arising from Minutes

a. None.

6. Correspondence:

a. **From:** Ashley Gauthier, Voluntary Revocation Officer—Charities Directorate.

Re: Friends of the Haileybury Branch Library voluntary revocation of charitable status.

Received as information.

b. **From:** Sheila Siermachesky, Vice Principal—Timiskaming District Secondary School.

Re: Frances Ball Memorial and May Ball Scholarship.

Received as information.

7. Secretary–Treasurer’s Report

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

Library CEO’s Report

March 13, 2018

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

Business:

Digital Creator North (Near North Mobile Media Lab Trillium project): The NOHFC grant for the Digital Creator Lead Intern's pay is finished and I have submitted the final report to the City for the final reimbursement. The Near North Mobile Media Lab will be employing the intern directly until May, 2019. I will remain the on-site supervisor, and we have updated the agreement between the Lab and the Library to reflect these changes.

Federation of Ontario Public Libraries board: The next meeting is on Friday, April 27, 2018. I plan on attending via teleconference.

Healthy Kids Community Challenge #PowerOffAndPlay Program: We have received the equipment and the program is running in both branches of the library.

Increasing Library Digital Services Grant: We used the funds to purchase our e-resources, a pop up green screen and to pay for the registration fee for the OLA conference. I have submitted the final report for the grant to the Ministry of Tourism, Culture and Sport.

Joint Automation Server Initiative (JASI) Steering Committee: The next teleconference meeting set for Wednesday, March 28. The committee is still discussing cataloguing standards and item types.

Social Enterprise Round Table: I presented a session on communicating the value of your organization to your stakeholders at the conference, and it was well-received. There were many questions on how we chose the sectors and indicators for data in the library value study, and several requests for the presentation and the toolkit to be made available on a website.

The Temiskaming Foundation Games and Backpacks program: I have submitted the final reports for the grants to The Temiskaming Foundation. The games and backpacks continue to be popular with patrons, with 2 circulations of the backpacks and 17 circulations of the games in March.

Programming:

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

Life Skills visits at the New Liskeard Branch

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

Gadget Helper at both branches of the library

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

Power Off and Play at the Haileybury Branch

Join us at the Haileybury Branch Library on Wednesday, March 7 and every second Wednesday until May 2 for story time, crafts and games!

Date: Wednesday, March 21

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

Age Group: 6-12 years old

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

Spring Session Preschool Storytime at both branches of the Library

All preschoolers accompanied by an adult are invited to join us for this fun filled, active and exciting introduction to early literacy and the wonders of the library. For more information please contact us at 705-647-4215 or 705-672-3707 or email

newliskeard@temisklibrary.com or haileybury@temisklibrary.com

Wednesdays from 11:15—11:45 a.m. starting March 21

New Liskeard Branch: March 21, April 4 and 13, and May 2, 16 and 30

Haileybury Branch: March 28, April 11 and 25, and May 9 and 23

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

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

Saturday, March 24 at 1:30 p.m.

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

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

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

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

Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch

Intro to Premiere Pro

Youth of all ages are welcome to join in for this workshop in which we will learn about proper workflow when using Adobe Premiere Pro video editing software.

Saturday, March 24

First session: 11-12:30

Second session: 1:00-2:30

Please email Steve at temiskamingshores@digitalcreator.ca for more information and to register

Easter Egg Hunt at both branches of the Library

The Temiskaming Shores Public Library annual Easter Egg Hunt will be on Saturday, March 31 this year. Doors open at 10:00 a.m. at both the New Liskeard and the Haileybury Branch Libraries, and the hunt ends when all the eggs are found! No baskets, please, we supply everything you need! For more information call Haileybury 705-672-3707 or New Liskeard 705-647-4215

Digital Creator Workshop in the Digital Creator Space, New Liskeard Branch

Kinetic Typography

Youth of all ages are welcome to join in for this workshop in which we will learn how to create their own kinetic typography videos

Saturday, March 31

First session: 11-12:30

Second session: 1:00-2:30

Please email Steve at temiskamingshores@digitalcreator.ca for more information and to register

Finances and Statistics

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

Motion #2018-12

Moved by: Roger Oblin

Seconded by: Brenda Morissette

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

Carried.

8. Committee Reports

- a. **Finance and Property Committee:** Nothing to report.
- b. **Planning, Personnel, Policy and Publicity Committee.** Nothing to report.
- c. **Building Committee:** Nothing to report.
- d. **Library Services Committee.** The Chair reported on the Meeting of Wednesday, March 21, 2018.

9. New Business

- a. **Agreement with Société d'histoire du Témiskaming.** The Board reviewed the proposed agreement for the Digital Imaging project and suggested changes.

- b. **Cari: Collections and Acquisitions Resources Initiative.** The Board reviewed the information in the CARI package and directed the CEO to do a cost analysis of the program.

10. Plan, Policy review and By-law review

- a. **Review Policy**
 - i. **Sale and Disposition of Land, Policy Pro-2.**

Motion #2018-13

Moved by: Danny Whalen

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Sale and Disposition of Land Policy as reviewed by the Board

Carried.

11. Closed Session

Motion #2018-14

Moved by: Roger Oblin

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 8:00 p.m. in regards to identifiable individuals.

Carried.

Motion #2018-15

Moved by: Roger Oblin

Seconded by: Anna Turner

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 8:09 p.m. without report.

Carried.

12. Adjournment

Adjournment by Roger Oblin at 8:10 p.m.

Chair – Donald Bisson

1. CALL TO ORDER

- Meeting called to order at 10:06 a.m.

2. ROLL CALL

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Mayor Carman Kidd | <input type="checkbox"/> Brad Hearn | <input type="checkbox"/> Monique Chartrand |
| <input checked="" type="checkbox"/> Chris Oslund | <input checked="" type="checkbox"/> Thomas McLean | <input checked="" type="checkbox"/> Maria McLean |
| <input checked="" type="checkbox"/> Timothy Uttley | <input type="checkbox"/> John McCarthy | <input type="checkbox"/> Emily Disley |
| <input checked="" type="checkbox"/> Shelly Zubyck | <input checked="" type="checkbox"/> Derrick Buffam (Alt.) | <input checked="" type="checkbox"/> Sarah Jacob, OFMEM |
| <input checked="" type="checkbox"/> Kelly Conlin | <input checked="" type="checkbox"/> Kim Murphy (OPP) | <input type="checkbox"/> |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- None

4. APPROVAL OF AGENDA

Recommendation EMPC-2018-001

Moved by: Carman Kidd

Be it resolved that:

The Emergency Management Program Committee agenda for the March 29th, 2018 meeting is approved as printed.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation EMPC-2018-002

Moved by: Carman Kidd

Be it resolved that:

The Emergency Management Program Committee minutes of the December 7th, 2017 meeting be adopted as presented

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

- None

7. DELEGATIONS

- None

8. CORRESPONDENCE

The Committee reviewed the following items as correspondence.

- OFMEM – Guidance Note 2018-01-01 Training Requirements (received for information).
- OFMEM – EMCPA Compliance Guide 2018 (received for information).
- OFMEM Sarah Jacobs – Non-Compliant for 2017 (refer to unfinished business).

Discussion:

The Committee had the opportunity to speak with Sarah Jacobs regarding their discontent and frustration over an administrative oversight causing the over the non-compliance order that was received. Sarah indicated that moving forward, if she has our plan before the deadline, she can work with the Committee to ensure that this type of issue does not occur.

9. UNFINISHED BUSINESS

9.1 OFMEM Sarah Jacobs – Non-Compliant for 2017

- Due to administrative issue within the City's Emergency Plan, Program Manager for EM Section concluded we will not be compliant for 2017 with EMCPA.

Discussion:

The Committee had the opportunity to speak with Sarah Jacobs regarding their discontent and frustration over an administrative oversight causing the over the non-compliance order that was received. Sarah indicated that moving forward, if she has our plan before the deadline, she can work with the Committee to ensure that this type of issue does not occur.

10. NEW BUSINESS

10.1 Review Emergency Management Program - 2018 Maintenance Work Plan (Draft)

Discussion:

The Committee reviewed the work plan presented and had no concerns with the work or dates proposed.

10.2 Emergency Preparedness Week 2018

- Tuesday, May 8th – Annual MCEG Training and Exercise
 - EXERCISE - Emergency Public Notification Exercise (draft outline to be presented)
 - Emergency Management Knowledge Training (see Guidance Note).
 - CANWARN Storm Spotter Training – May 24th, Riverside Place, 6:30 PM.
 - EM200 - Basic Emergency Management Course – June 13 -14.
 - IMS 100 – Introduction to Incident Management System (available online).
- Emergency Preparedness Week - Public Awareness and Education strategy.
 - Radio ads/Chat (CJTT)
 - Print ads/Interviews (Speaker)
 - Social Media (City's Website, Facebook, Twitter)
 - Proclamation (Council)

Discussion:

The Committee discussed the information presented in regards to Emergency Preparedness week and the Annual Training Exercise.

10.3 2018 Public Awareness and Education strategy

- 72 Hours – Is Your Family Prepared
 - Know the Risks
 - Make a Plan
 - Prepare a Kit
- Information at key locations (City Hall, Fire Department, Library)
- Information on City's Website
- Tax Mailouts

Discussion:

Tim Uttley made the Committee aware that this year, we would not be hosting an Emergency Preparedness day at the arena like in other years, but rather taking a different approach to communicate to the Community when we undergo our annual exercise on May 8th.

11. SCHEDULE OF MEETINGS

- Thursday, June 14, 2018 – 10:00 a.m. (meeting locations to be discussed)
- Thursday, September 27, 2018 – 10:00 a.m.
- Thursday, November 29, 2018 – 10:00 a.m.

12. ADJOURNMENT

Recommendation EMPC-2018-003

Moved by: Chris Oslund

Be it resolved that:

The Emergency Management Program Committee meeting is adjourned at 11:00 am

Carried



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
ACCESSIBILITY ADVISORY COMMITTEE REGULAR MEETING**

Wednesday, March 14, 2018 – 10:00 AM

Temiskaming Health Unit

Vision Statement: All people of the City of Temiskaming Shores shall live in dignity, with independence, inclusion and equal opportunity.

Mission Statement: To ensure through education, promotion, and advocacy, that all persons with disabilities can with dignity and independence have full, equal, inclusionary participation and opportunity within the boundaries of the City of Temiskaming Shores.

MINUTES

1. CALL TO ORDER

- Meeting called to order at 10:00 a.m.

2. ROLL CALL

MEMBERS:

- | | | |
|---|--|--|
| <input type="checkbox"/> Janice Labonte – Chair | <input checked="" type="checkbox"/> George Depencier | <input checked="" type="checkbox"/> Bob Hobbs |
| <input checked="" type="checkbox"/> Debbie Despres | <input checked="" type="checkbox"/> Nicki Duke | <input checked="" type="checkbox"/> Walter Humeniuk |
| <input checked="" type="checkbox"/> Carman Kidd (Mayor) | <input checked="" type="checkbox"/> Josette Cote | <input checked="" type="checkbox"/> Mike McArthur (Councillor) |

CITY STAFF:

- Christopher Oslund, City Manager
- Jennifer Pye, City Planner
- Kelly Conlin, Executive Assistant

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

- Addition under 8.1 Correspondence from CNIB re: 100th Anniversary

4. APPROVAL OF AGENDA

Moved by: Councillor Mike McArthur

Seconded by: Walter Humeniuk

Be it resolved that:

The agenda for the March 14, 2018 TSAAC meeting be approved as amended.

CARRIED

5. ADOPTION OF PREVIOUS MINUTES

Moved by: Mayor Carman Kidd

Seconded by: George Depencier

Be it resolved that:

The Minutes for the January 24, 2018 TSAAC meeting be approved as printed.

CARRIED

6. DISCLOSURE OF CONFLICT OF INTEREST AND GENERAL NATURE

- None

7. DELEGATION/PRESENTATION

- None

8. CORRESPONDENCE

- 8.1 CNIB 100th Anniversary
Email received from CNIB requesting to hold celebration in the lobby at City Hall on Wednesday, April 25th. Requesting proclamation and flag raising ceremony.

9. BUSINESS ARISING FROM THE MINUTES

- None

10. UNFINISHED BUSINESS

1. Multi-Year Accessibility Plan – Draft 1

- Chris Oslund reviewed Draft 1 of the Multi-year Accessibility Plan 2019-2023 with the Committee and described the proposed system for categorizing priority projects. Chris requested Committee members review the projects and consider other projects that may be priorities over the next 4 years as well as include specific details for certain items (ie. locations of curb cuts) for discussion at the next meeting.
- The Committee acknowledged the amount of work and number of projects that have been completed over the term of the 2014-2018 plan and asked if the City could coordinate a press release to this effect. Chris Oslund will prepare a press release for the Committee's consideration at the next meeting.

2. Review of Current Terms of Reference

Moved by: Bob Hobbs

Seconded by: Councillor Mike McArthur

TSAAC has reviewed the Terms of Reference for the Committee and recommends to Council that the following amendment be made:

Under Section 8.2, change the requirement to review the Committee's Terms of Reference at the first meeting of each year to the first meeting of each term or on an as-needed basis.

CARRIED

11. NEW BUSINESS

- None

12. SCHEDULING OF MEETINGS – Second Wednesday of every second month

Moved by: Walter Humeniuk

Seconded by: Debbie Despres

Be it resolved that:

The next regular TSAAC meeting is to be held on April 25, 2018 at time TBD, at the Haileybury Arena.

CARRIED

13. ITEMS FOR FUTURE MEETINGS

- Update on 2018 municipal facilities projects (Mitch Lafreniere)

14. ADJOURNMENT

Moved by: Josette Cote

Seconded by: Nicki Duke

Be it resolved that:

TSAAC adjourns at 11:25 A.M

CARRIED

COMMITTEE CHAIR

RECORDER

DRAFT

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday December 11, 2017

CALL TO ORDER

1.0 The meeting was called to order at 2:05 p.m.

2.0 ROLL CALL

PRESENT:	Tammie Caldwell; Danielle Covello; Councillor Patricia Hewitt; Jean-Claude Carrière; Irene Chitaroni; Karli Hawken, Nadia Pelletier; Amanda Mongeon; Bertha Yandt; Judy Lee; Marg Hooey; Deb Parmar
REGRETS:	Josette Côté; Cheryl Bakhuis; Melissa Boivin; Lois Perry; Caroline Morin;

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

MOVED BY: Amanda Mongeon

SECONDED BY: Nadia Pelletier

That the agenda for the December 11, 2017 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

MOVED BY: Karli Hawken

SECONDED BY: Bertha Yandt

That the meeting minutes of the November 13th, 2017 Age Friendly Community Committee be approved as printed.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

None

8.0 UNFINISHED BUSINESS

9.0 ROUNDTABLE DISCUSSION

Irene Chitaroni explained the Dementia Friendly Community initiative and how it connects with the Age Friendly Community Committee. The Blue Umbrella program is a business program where service/retail staff that are trained in serving those with dementia wear a blue umbrella pin to identify themselves. Irene will keep the AFCC updated on progress made on this initiative in the future.

A question arose in regard to the programs offered by the Centre de Santé Communautaire and if they were for Francophones only. Nadia Pelletier clarified that the programs are offered in the French language but that everyone is welcome.

Judy Lee inquired if it would be beneficial for an older adult community member to provide a letter of support for funding applications. Danielle explained that most definitely, support letters from older adult community members is viewed as very valuable.

Judy Lee presented that at a post eye appointment she noticed there were a number of the same people in attendance on the same day for follow-up appointments. Judy contacted Timiskaming Home Support to inform them they may consider group transportation in these circumstances, and the suggestion was well received.

10.0 NEW BUSINESS

i) Age Friendly/Get Active Programmer Update

Danielle Covello presented an update on activities since the last meeting.

Discussion

The Committee accepted the report

ii) Senior's Affordable Housing Update

Jan Edwards presented that the group of individuals who have been working on senior housing initiatives requested that the City of Temiskaming Shores support the group in the amount of \$5,000 to cover costs to incorporate. Council approved the request and the group will continue to work on this initiative. Jan presented a document titled "Affordable Today, Affordable Tomorrow: ONPHA Brochure" to be circulated to all the committee members.

Discussion

Discussion took place in regard to the confusion of the senior's housing project that Jan is involved in, the DTSSAB building initially to be located on Roland

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday December 11, 2017

Drive in Dymond Township, and the senior's apartment building under construction on Lakeshore Road.

Discussion also took place in regard to keeping the AFC initiative in the forefront in the community, ensuring it gets regular media attention. Councillor Hewitt stated this would assist in changing the culture of the community. Danielle has coordinated a regular article in the Temiskaming Speaker, meets regularly with senior groups and is enhancing the profile of the AFC at coffee hours and indoor walking. Danielle is planning a media event in the New Year.

The Steering Committee submitted a letter to Mayor and Council citing the findings of the Age Friendly Community Plan in reference to seniors housing for information purposes.

iii) Dotmocracy 2018 Strategic Planning

Danielle provided large copies of the AFC Plan pillars and the opportunities and action items identified in them. The committee members were requested to identify their top six priorities for the upcoming year to provide direction on the tasks and budgeting required for 2018 and forward.

Danielle will review the information and present it at the February meeting,

11.0 NEXT MEETING DATE

Note the January meeting is cancelled.

February 12

March 12

April 9

May 14

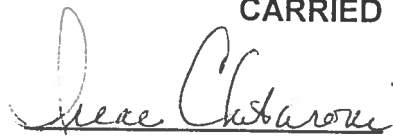
June 11


12.0 ADJOURNMENT

Meeting is adjourned at 3:30 pm.

Moved by: Bertha Yandt

CARRIED


Committee Chair


Recorder

CALL TO ORDER

1.0 The meeting was called to order at 2:02 p.m.

2.0 ROLL CALL

PRESENT:	Tammie Caldwell; Danielle Covello; Councillor Patricia Hewitt; Jean-Claude Carrière; Karli Hawken, Nadia Pelletier; Susan Hall; Judy Lee; Marg Hooey; Cheryl Bakhuis;
REGRETS:	Josette Côté; Melissa Boivin; Lois Perry; Caroline Morin; Irene Chitaroni; Bertha Yandt; Deb Parmar

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the agenda.

4.0 APPROVAL OF AGENDA

MOVED BY: Patricia Hewitt

SECONDED BY: Jan Edwards

That the agenda for the January 12, 2018 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

MOVED BY: Nadia Pelletier

SECONDED BY: Jan Edwards

That the meeting minutes of the December 11th, 2017 Age Friendly Community Committee be approved as amended with the following amendments:

Section 9.0 Roundtable – Add that a question arose in regard to the programs offered by the Centre de Santé Communautaire and if they were for Francophones only. Nadia Pelletier clarified that the programs are offered in the French language but that everyone is welcome.

Section 9.0 Roundtable – Amend to read Judy Lee inquired if it would be beneficial for an older adult community member to provide a letter of support for funding applications.

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday February 12, 2018

Section 9.0 – Roundtable Amend to read Judy Lee presented that at a post eye appointment she noticed there were a number of the same people in attendance on the same day for follow-up appointments. Judy contacted Timiskaming Home Support to inform them they may consider group transportation in these circumstances, and the suggestion was well received.

CARRIED

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

- i) Committee Photograph with the Temiskaming Speaker – postponed to March meeting
- ii) Timiskaming Health Unit: Sue Hall and Laura Dias – Food Skills for Families/Seniors Presentation

The THU has trained a number of facilitators to deliver the Food Skills for Families program and there is a module that is specific to older adults and includes cooking for 1-2 people, decreasing isolation, increasing socialization, and improving eating habits. The THU is looking for partners to provide train the trainer courses for this module and to offer the course in the community. They requested that the Age Friendly Community Committee consider partnering in some form either through facility usage or funding for the program. The THU will keep the AFCC updated on their progress.

8.0 UNFINISHED BUSINESS

There is no unfinished business

9.0 ROUNDTABLE DISCUSSION

Marg Hooey – Older Adult Community Representative inquired if the Timiskaming Home Support transportation program was delivered in Kirkland Lake by City of Temiskaming Shores drivers. Jan Edwards explained that two of the THS vehicles in Kirkland Lake were down for some time and Temiskaming Shores area staff were assisting in delivering transportation services on a temporary basis.

Jean-Claude Carriere - ACFO reported that he had discussed with CKVM the activities and events of the AFCC and they asked if the AFCC would consider a sponsorship package with CKVM to promote AFCC activities and events. Jean-Claude will have them send Tammie Caldwell the sponsor package.

Nadia Pelletier – Centre de Santé Communautaire du Temiskaming reported that the Seniors Luncheon has been very well received with 20 attending the December event and then 60 signed up for the January event resulting in a last minute move to

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday February 12, 2018

Riverside Place. They will be offering the lunch monthly until June. There is also another 'Pied' program taking place and a From Soup to Tomatoes program being offered. Centre du Santé has a Facebook page that lists their events and activities.

Jan Edwards – Zone K1 reported that the non-profit housing group is getting closer to incorporation and that they have signed a Memorandum of Understanding with CJV and they will begin property and design discussion in the near future. Discussion took place on what 'affordable' housing is for older adults.

Danielle Covello – Get Active Coordinator reported that Community Living has posted on their bulletin board an opportunity for volunteers to assist with snow shovelling and yard work with older adults in the community. A good first step in the development of the Yard and Snow Angel program.

Lorna Desmarais – Timiskaming Health Unit reported that the Stay on Your Feet funding from the LHIN has been renewed for another three years and presented the 'Exercise Guide' for older adults that the THU and CSCT with the Stay on Your Feet Program have put together. It's an excellent resource with days/times/descriptions of the variety of exercise programs for older adults offered in the community. Once printed, it would be of benefit to include the Exercise Guide in the Age Friendly Community Guide. Lorna also provided a link to a number of testimonials from older adults on the benefit of exercise in their lives. Danielle will forward this link to Committee members.

Cheryl Bakhuis – Northdale Manor presented that NeoNet was providing a Tech Social at the Manor to assist the residents in operating their iPad, tablets, and computers. Danielle will look into further information on the program.

10.0 NEW BUSINESS

i) Progress Report

Danielle presented the Age Friendly Community Progress Report that outlines the goals of the Committee and where the group is in terms of meeting those goals. Once finalized it will be posted online.

The report is a great way to gauge the progress of the committee and to present it to the public.

a) Budget – Tammie Caldwell reviewed the proposed budget for the 2018 and the committee agreed to follow the outline of the budget moving forward

b) Sip 'N Learn Funding – The Age Friendly Community Committee agreed to support the Golden Age Club 45th Anniversary Celebrations, ACFO Golden

Age Activity and Spring Fling with funds of \$600 each from the New Horizon's funding.

ii) *International Federation on Aging Approval*

Danielle presented that she had submitted an abstract to the IFA Conference to be held in Ottawa in August of this year. The Abstract was accepted and as a result she will be presenting at the conference. Danielle has also offered to volunteer at the conference and with that the registration fee has been waived.

The Committee congratulated Danielle on this opportunity and are very proud she will be representing Temiskaming Shores – Northern Ontario at the international conference.

iii) *Active Living Fair/Age Friendly BBQ with OACAO Northern Tour*

Danielle presented that she had been contacted by the Ontario Adult Centres Association of Ontario who are doing a Northern Tour and provide a day of information for older adults in the community. The OACAO provides some funding for this to cover expenses and the AFCC will combine this event with a BBQ to honor older adults in the community.

iv) *CJTT Lifestyles Event*

The AFCC will be sharing a booth at the CJTT Lifestyles April 27 and 28 with the Healthy Kids Community Challenge and the Bicycle Friendly Community Committee. Danielle is planning to have all of the Age Friendly resources on hand with some prizes as well. If Committee members can help out by manning the booth they are to contact Danielle.

11.0 NEXT MEETING DATE

March 12 – Zone K1

April 9

May 14

June 11

12.0 ADJOURNMENT

Meeting is adjourned at 3:45 pm.

Moved by: Lorna Desmarais

CARRIED

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday February 12, 2018



Committee Chair



Recorder

CALL TO ORDER

1.0 The meeting was called to order at 2:15 p.m.

2.0 ROLL CALL

PRESENT:	Tammie Caldwell; Danielle Covello; Jean-Claude Carrière; Karli Hawken, Judy Lee; Marg Hooey; Cheryl Bakhuis; Caroline Morin; Irene Chitaroni; Guest Amanda Herzberg
REGRETS:	Councillor Patricia Hewitt; Josette Côté; Melissa Boivin; Lois Perry; Bertha Yandt; Deb Parmar; Nadia Pelletier;

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Irene Chitaroni requested that the following item be added to Section 10 New Business Item iv) Spring Fling

4.0 APPROVAL OF AGENDA

MOVED BY: Danielle Covello

SECONDED BY: Caroline Morin

That the agenda for the March, 2018 Age Friendly Community Committee meeting be approved as amended.

CARRIED

5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

There was no disclosure of pecuniary interest.

6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

MOVED BY: Jean Claude Carriere

SECONDED BY: Tammie Caldwell

That the meeting minutes of the February 12, 2018 Age Friendly Community Committee be approved as printed.

7.0 DELEGATIONS/PUBLIC PRESENTATIONS

i) Committee Photograph with the Temiskaming Speaker

8.0 UNFINISHED BUSINESS

There is no unfinished business

9.0 ROUNDTABLE DISCUSSION

NeoNet Computer Classes, Cheryl Bakhuis – the NeoNet computer classes for older adults are confirmed at the Northdale Manor and will begin in a few weeks. They will also be offered at the two libraries however dates have not yet been confirmed.

Building Ties, Jean Claude Carriere – the Building Ties program will be offered again on March the 19th, it will be held at the restaurant in Guigues and is currently sold out. The program is offered in both official languages and is an opportunity to meet, learn and network.

Nutrition Month Talk & Bingo, Danielle Covello – a collaboration of local registered dietitians have come together to offer a Free Nutrition Month Talk and Bingo on Thursday March 22nd at the Centre de Santé Communautaire du Temiskaming. The English session will be from 1:00 to 2:30 and the French session from 2; 30 to 4:00 pm. The event will include a nutritional presentation by local registered Dietitians, healthy recipes and taste testing and nutrition bingo and prizes.

Coffee Hours, Danielle Covello – as of April the weekly Coffee Hours will become monthly, the schedule has been set (there are still four months for presenters) and a calendar is being prepared. Leisure Inn will host in Haileybury and Chat Noir in New Liskeard.

Indoor Walking, Danielle Covello – Indoor walking will continue to the end of April. It was very well attending in January but numbers have ebbed somewhat in February with people vacationing and illness.

Fraud – Cheryl noted that at least five of the seniors at the Manor have received scam calls over the past month and that they have been reported. Jan Edwards mentioned that one of her tenants received a letter in the mail that was very realistic.

Exercise Guide, Lorna Desmarais – Lorna distributed the fresh off the press Exercise Guides and will get more to the partners if they would like them. Planning is taking place for Year 4 of the Stay on your Feet Program....

Timiskaming Home Support and the Timiskaming Health Unit have partnered to train Personal Support Worker Students at Northern College to be certified for 'Home Support Exercise Program'. Fourteen have been trained to date and they are planning to do more in the future. It is hopeful that this becomes part of their course curriculum. The PSW students will be volunteers of THS for the program.

Community Check-ins with Older Adults – The committee discussed the need for checking in with isolated seniors and that the above program would assist in this.

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday March 12, 2018

Danielle has volunteered in a Friendly Visitor Program in the past that had three types of check-ins i.e. phone call, visit, and a walk and talk. Cheryl noted that the Temiskaming Shores Volunteer Management Program was working on something like this in the past but she was not aware of what progress had been made. Reaching isolated older adults is the challenge in every community and a program such as a friendly visitor program would require a lead agency, perhaps with staff capacity to ensure that the integrity of the program.

10.0 NEW BUSINESS

i) CKVM Radio

Danielle and Jean Claude presented that they had met with CKVM in regard to the radio sponsor package that would get the committee ten consecutive weeks of advertising and a weekly interview for approximately \$3500.00. The Committee discussed the options and agreed that it is important to market in this manner and would prefer to have a more targeted marketing plan for specific events. The committee directed Jean Claude to contact CKVM to discuss further.

ii) Ontario Summer Experience Program

Tammie has applied for funding to hire a summer student for a six week period to assist in Senior's Month activities, Bike Month activities, and active travel statistics. The cost for the student will be \$800 for the AFCC and \$800 for the BFCC.

NOAFN March Meeting Update

Danielle reported that she and Tammie have been invited to present at the Ontario Age Friendly Community Symposium in Toronto on Monday March 26th. They have been requested to present on Coordinated Transportation and the Sip and Learn Program.

11.0 NEXT MEETING DATE

April 9 – Northdale Manor
May 14
June 11

12.0 ADJOURNMENT

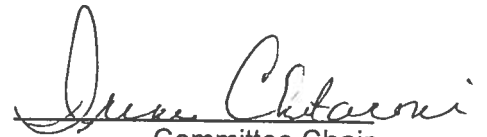
Meeting is adjourned at 3:45 pm.
Moved by: Danielle Covello


CARRIED

AGE FRIENDLY COMMUNITY COMMITTEE MEETING MINUTES

City of Temiskaming Shores

Monday March 12, 2018


Committee Chair


Recorder

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

Meeting Minutes

Wednesday, March 28, 2018

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

Regrets: Angela Hunter; Maria McLean

Absent: Robert Dodge

Also Present: Jennifer Pye, Secretary-Treasurer

Public: John G Brown – Applicant for A-2017-01(NL)
Joseph and Susan Welch – Property Owner for A-2017-01(NL)

1. Opening of Meeting

Resolution No. 2018-01

Moved By: Florent Heroux
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment meeting be opened at 1:32 p.m.

Carried

2. Adoption of Agenda

Resolution No. 2018-02

Moved By: Florent Heroux
Seconded By: Suzanne Othmer

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2018-03

Moved By: Suzanne Othmer
Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the December 20, 2017 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

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

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

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

Meeting Minutes

Wednesday, March 28, 2018

5.1 Minor Variance Application A-2018-01(NL) – John G. Brown on behalf of Joseph and Susan Welch, 205 McKelvie Street

The Chair declared the public hearing for Minor Variance Application A-2018-01(NL) to be open.

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

Subject land: 205 McKelvie Street; Plan M265T Lot 20; Town of New Liskeard, City of Temiskaming Shores

Purpose of the application: The purpose of the application is to reduce the minimum interior side yard requirement from 1.2m to 0.66m to permit the construction of a 3.87m wide carport on the south side of the existing dwelling

Statutory public notice: The application was received on February 20, 2018 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on March 14, 2018 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 City of Temiskaming Shores Zoning By-law, and respectfully requested that the Committee approve the application.

The Committee asked about the portable garage shelter that is currently located on the property. The property owners indicated that the shelter will be removed after the carport is constructed.

The Committee asked if the carport will be open at the rear to allow access to the back yard. The property owners indicated that the carport will be open.

The committee considered the following resolution:

Resolution No. 2018-04

Moved By: Florent Heroux

Seconded By: Voula Zafiris

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Minor Variance Application A-2018-01(NL) as submitted by John G. Brown on behalf of Joseph and Susan Welch for the following lands: 205 McKelvie Street, Plan M256T Lot 20, Parcel 18545SST; Town of New Liskeard, City of Temiskaming Shores;

And whereas the applicant is requesting relief from the following section of the City of Temiskaming Shores Zoning By-law 2017-154:

- 1) Section 6.4 requires a minimum side setback for a residential dwelling with an attached garage of 1.2m. The applicant is requesting to construct a carport on the south side of the existing dwelling with a 0.66m side setback.

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

Meeting Minutes

Wednesday, March 28, 2018

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated March 23, 2018 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves Minor Variance Application A-2018-01(NL).

Further be it resolved that the following variance be granted:

That the Committee of Adjustment grant relief from 6.4 of Zoning By-law 2017-154 to allow a minimum side building setback of 0.66m for the proposed carport;

Subject to the following conditions:

- 1) That this approval applies only to the carport as proposed in this application.

For the following reasons:

In the opinion of the Committee:

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

With the following consideration given to written and oral submissions:

Acknowledge receipt of letter from property owner at 199 McKelvie Street.

Carried

6. Unfinished Business

None

7. Applications for Next Meeting

Next meeting: Wednesday, April 25, 2018

8. Adjournment

Resolution 2018-05

Moved By: Suzanne Othmer

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:44 pm.

Carried

Carman Kidd
Chair

Jennifer Pye
Secretary-Treasurer

Subject: Increase in Contingency - TS
Infrastructure Project – Phase 1

Report No.: PW-025-2018
Agenda Date: May 1, 2018

Attachments

Appendix 01: Construction Cost Breakdown

Appendix 02: Draft Amending By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-025-2018;
2. That Council agrees to increase the value of the contract (contingency portion) with Pedersen Construction (2013) Inc. for the Temiskaming Shores Infrastructure Project – Phase 1 by \$140,000; and
3. That Council directs Staff to prepare the necessary by-law to amend By-law No. 2016-165 for Council's consideration at the May 1, 2018 Regular Council meeting.

Background

At the Regular Meeting of Council held on October 18, 2016 Council entered into an agreement through By-law No. 2016-165 with Pedersen Construction (2013) Inc., for infrastructure upgrades (Phase 1) which included the construction of new wastewater pumping stations on Gray Road and at the corner of Elm Ave. and Robert St.

To accommodate the pumping stations, the reconstruction of Elm Ave. was also included in this project. The initial contract value to the agreement with Pedersen Construction was \$ 8,177,563.50 which is inclusive of an original contingency in the amount of \$ 389,406.50. This equates to approximately 4.7% of the contract value. In addition, at the October 3, 2017 Regular Council meeting Council approved a Contract Change Order (CCO) in the amount of \$ 107,300 for work outside the original scope and design at the New Liskeard Lagoon. The addition of this CCO brought the final contract value to \$ 8,284,836.50.

As Council is aware, contingencies are put in place within contracts to avoid construction delays and accommodate CCO's and unforeseen overruns of line items within the tendered contract agreement.

The project on a whole has gone very well since the commencement of construction in late 2016. To date both pumping stations have been commissioned and operating without any issues. In addition, the reconstruction of Elm Ave. is nearing completion. The remaining items on this portion of the contract are the placement of asphalt,

sidewalk, curb, restoration and the installation of a retaining wall due to severe slope as a result of a change in elevation of the roadway during construction.

Analysis

As a result of the magnitude of this project, 41 CCO's have been issued through EXP who is the Contract Administrator for the project. Some of the CCO's have been credits which were added to the contingency, however the majority have been associated with extra work required as a result of necessary design changes throughout construction. In addition, overruns have occurred on certain line items within the contract of which the majority pertain to additional granular material. With the addition of the CCO's plus the items remaining in the contract, the final contract value will be exceeded by approximately \$95,000.

Therefore it is Staff's recommendation to increase the contingency portion of the project to an upset limit of \$140,000. This will allow for approximately \$45,000 to account for any additional unforeseen overruns or CCO's that may occur through to the completion of the project. The addition to the contingency equates to approximately 1.7% of the final contract value.

As noted above, contingencies are put in place within contracts to avoid construction delays and accommodate CCO's and unforeseen overruns of line items within the tendered contract agreement.

Appendix 01 outlines the cost/budget breakdown for the completion of the project.

Relevant Policy / Legislation/City By-Law

- 2018 Public Works Capital Budget
- By-Law No. 2017-015, Procurement Policy

Asset Management Plan Reference

- Section 6.5.1.2 – Sanitary Sewer System

Consultation / Communication

- 2018 Budget Deliberations
- Public Works Committee Meeting – April 19, 2018
- Administrative Report PW-025-2018, dated May 1st, 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

During the 2018 budget deliberation process, Council approved in principle, \$900,000 for the completion of this project. As noted above the final contract value with Pedersen Construction (2013) Inc. is \$8,284,836.50. The total amount paid as of December 31st, 2017 was \$7,642,529.21. This equates to \$642,307.29 remaining in the contract. With the addition of \$140,000 to the contingency the total remaining in the contract would be \$ 796,075.89 inclusive of non-refundable HST. Therefore, sufficient Capital funds are budgeted in 2018 for the completion of this project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager

NWL-01601029 - Outstanding Change Orders to Pay		
CCO #	CCO Description	\$
36	Gabion Baskets	\$ 77,660.00
43	Driveway Repair 83 Elm Street (excl. HST)	\$ 6,425.73
44	Rock Protection & Temporary Concrete Barriers	\$ 2,978.00
Total		\$ 87,063.73

NWL-01601029 - Outstanding Items to Pay		
Item #	Item Description	\$
Item 1	Contract Requirements	\$ 6,000.00
Item 2	Mob/Demob	\$ 10,000.00
Item 3	Waste Management & Disposal	\$ 250.00
Item 6	SP 12.5 Surface 50mm	\$ 177,840.00
Item 7	Misc Asphalt 40mm (driveways, etc.)	\$ 32,800.00
Item 8	Granular A	\$ 30,000.00
Item 9	Granular B, Type I	\$ -
Item 10	Concrete in Sidewalk	\$ 88,560.00
Item 11	Concrete Curb and Gutter	\$ 133,800.00
Item 12	Concrete Gutter Outlets	\$ 1,000.00
Item 30	Sacrificial Anodes Z-12-48	\$ 2,280.00
Item 39	Traffic Control Signing	\$ 1,000.00
Item 40	Topsoil	\$ 3,360.00
Item 41	Seed and Cover	\$ 732.00
Item 42	Sodding	\$ 13,440.00
Item 43	Straw Bale Flow Check Dams	\$ 400.00
Item 44	Light Duty Silt Fence Barriers	\$ 1,600.00
Item 55	Straw Bale Flow Check Dams	\$ 1,600.00
Item 56	Light Duty Silt Fence Barriers	\$ 1,200.00
TOTAL		\$ 505,862.00

Contract Value	\$	8,284,836.50
Paid to Date	\$	7,786,022.21
Remaining In Contract	\$	498,814.29
CCO's + Items Remaining	\$	592,925.73
Difference	-\$	94,111.44

	Month	\$
Payment Cert 1	Nov-16	\$1,037,810.05
Payment Cert 2	Dec-16	\$1,020,040.84
Total Paid 2016		\$2,057,850.89
Payment Cert 3	Jan-17	\$1,251,407.97
Payment Cert 4	Feb-17	\$377,550.62
Payment Cert 5	Mar-17	\$259,233.52
Payment Cert 6	Apr-17	\$271,130.27
Payment Cert 7	May-17	\$647,081.47
Payment Cert 8	Jun-17	\$635,375.22
Payment Cert 9	Jul-17	\$918,737.46
Payment Cert 10	Aug-17	\$513,577.26
Payment Cert 11	Sep-17	\$155,067.50
Payment Cert 12	Oct-17	\$123,645.43
Payment Cert 13	Nov-17	\$384,164.45
Payment Cert 14	Dec-17	\$47,707.15
Total Paid 2017		\$5,584,678.32
Payment Cert 15	Jan-18	\$129,713.00
Payment Cert 17	Mar-18	\$13,780.00
Total Paid 2018		\$143,493.00
		\$7,786,022.21

**The Corporation of the City of Temiskaming Shores
By-law No. 2018-000**

Being a by-law to amend By-law No. 2016-165 being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems

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. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Administrative Report No. PW-046-2016 at the October 18, 2016 Regular Council meeting and adopted By-law No. 2016-165 being an agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems;

And whereas Council considered Administrative Report PW-025-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-165 to increase the contingency allowance by \$140,000 for consideration at the May 1, 2018 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2016-165 by increasing the contingency allowance by \$140,000 from \$349,406.50 to \$489,406.50.
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, semantical 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 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: 2018 Roadway Resurfacing Program

Report No.: PW-026-2018
Agenda Date: May 1, 2018

Attachments

Appendix 01: Memo 010-2018-PW

Appendix 02: Proposed 2018 Roadway Resurfacing Program

Appendix 03: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2018 particularly Appendix 02 - Proposed 2018 Roadway Resurfacing Program prepared in consultation with *Miller Paving Limited*; and
2. That Council directs staff to prepare the necessary by-law and agreement with Miller Paving Limited for the 2018 Roadway Resurfacing Program on various roadway sections in Temiskaming Shores at an upset limit of \$1,031,840 plus applicable taxes for consideration at the May 1, 2018 Regular Council meeting.

Background

During the 2018 Budget deliberations, Council considered the current and future needs of the municipality with respect to maintenance and rehabilitation of both gravel and hardtop roadway surfaces. Included in the 2018 Public Works Operations Budget deliberations was \$125,000 for supply, stockpiling and placement of Granular “M” material, \$200,000 for patch paving and repairs and a roadway resurfacing program that was estimated at over \$2.81M.

With Councils approval, an application for financial assistance was submitted to the Ontario Community Infrastructure “Top-up” Fund, (OCIF) to cover approximately 50% of the eligible costs. Unfortunately the City was unsuccessful in obtaining the additional support and the 2018 program was scaled back by nearly 50% of the original proposed work. As outlined in **Appendix 01**, being Memo 010-2018-PW dated March 20, 2018, and at the direction of Council, provided on March 8th, 2018, staff have met with Miller Paving on a number of occasions to determine the what services and arrangements are readily available for the upcoming year in order to continue the work that was initiated in 2013 and may be completed with a projected funding allowance of \$1.085M (including some in-house culvert re-lining work) in 2018.

As a result of the discussions, Millers provided an assessment of work initially proposed in the OCIF application, concurred with redefining the priorities for 2018, and based on

their response to Request for Proposals PW-RFP-002-2018 assisted in the development of a work proposal that meets the needs of the City and fits within the current budget allocation using Council Resolution 2018-146, dated March 20th, 2018, confirming the available funding and proposed road sections for 2018 Roads Program as a guideline.

Analysis

Given the current condition of the road surface on Lakeshore Road from Ethel to Broadway and on West Road between Niven Street and Highway 11 these sections have been considered a priority as verified by Council on March 20th, 2018.

Various treatment / resurfacing methods were discussed, considered and are being recommended as indicated in **Appendix 02**. In conjunction with the work along Lakeshore Road the removal of the paving stone crosswalks at the intersection of Ferguson and Broadway has been recommended and if approved will be carried out. As in previous years the milled asphalt from the various roadway sections will be utilized to provide a more durable surface on the remainder of View Street (near the City's yard) as well as stockpiling for use on areas subject to recurring washouts and shoulder failures.

In 2007 various sections of West Road were rehabilitated using the pulverizing and resurfacing technique and these areas have withstood the test of weather and time very well. The areas outside the previous work locations have now been identified as requiring significant work and various treatment options are being proposed and are also outlined in **Appendix 02**.

Finally, as a means of preserving the work that has been completed on both Cottage Road and Pete's Dam Road and providing a better driving surface on the previously placed Recycled Asphalt Product (RAP), a single application of Surface Treatment is being recommended for both those roadways.

As indicated in Appendix 02, if approved, there will be additional funds remaining to complete work that has been identified as desirable given the current condition of the driving surface in selected locations along Lakeshore Road North.

Relevant Policy / Legislation / City By-Law

- 2018 Public Works Operations and Capital Budgets
- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- Resolution 2018-109, March 6, 2018 – Release of RFP's

Asset Management Plan Reference

The proposed work plan for 2018 continues to address areas that have been previously identified and have been included in the City's Asset Management Plan. The majority of the proposed work has also been identified through the recently acquired *StreetScan* software and field scanning efforts completed in the fall of 2017.

Consultation / Communication

- Discussion at Public Works Committee on August 31, 2017, Item 8 – Presentation by Miller Paving
- Discussion at Public Works Committee on October 12, 2017, item 10.1 2018 Capital Budget Wish List
- Discussion at Public Works Committee on January 18, 2018, Item 11 – 2018 Roads Program – PWO-RFP-002-2018 Roadway Rehabilitation Services
- Discussion at Public Works Committee on March 8, 2018 Item 9.18 – Recommendation PW-2018-005-2018 Roads Program – PWO-RFP-002-2018 Roadway Rehabilitation Services to be presented to Council
- Memo 010-2018-PW – March 20th, 2018 – 2018 Roads Program
- Resolution 2018-146 – March 20th, 2018 – Confirmation of funding and proposed road sections for 2018 Roads Program.
- Public Works Committee on April 19, 2018, Item 8. Presentation by Miller Paving
- Administrative Report PW-025-2018 to Council, dated May 2nd, 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 costs associated with the 2018 Roadway Resurfacing Program work outlined in **Appendix 02** have been estimated as noted below and are within the current allocated budget as follows;

Road	Section	Estimate (incl. non-refundable HST)
Lakeshore Road	Ethel to Broadway	\$214,500
West Road*	Highway 11 to Niven St	\$702,500
Cottage Road	Lakeshore Rd to limit	\$5,900
Pete's Dam Road	Highway 65 W to Pipeline Rd	\$37,000
Broadway/Ferguson	Intersection	\$17,100

***Relining of Culverts – Estimated at \$35,000.00 (by City)**

Further consideration should be given to items within the terms of the work that City

forces can complete within the Operations portion of the approved Budget.

This Report has been reviewed by the City Manager and Treasurer and they support the recommendation to complete the work as proposed. The actual expenditures related to the work completed on Lakeshore Road, West Road, Cottage Road and Pete's Dam Road will be monitored prior to the authorization to commence any additional work on Lakeshore Road North, utilizing only those funds available and previously approved by Council.

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

Alternatives

- 1) The work be completed as outlined in Appendix 02, with any remaining funds used to repair the most significant deformations on Lakeshore Road North between Radley Hill Road and Beach Blvd. (Recommended)
- 2) A component of the Surface Treatment work, proposed in the 2018 Program, be postponed until 2019 and the funds be used to repair additional deformations on Lakeshore Road North between Radley Hill Road and Beach Blvd.

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



Memo

To: Mayor and Council
Cc: Christopher Oslund, City Manager
From: Douglas Walsh, Director – Public Works
Date: March 20, 2018
Subject: 2018 Roads Program
Attachments: N/A

Mayor and Council:

Further to Memo 007-2018-PW, dated March 6th, 2018 and the direction received at the Special Meeting of Council held on March 8th, 2018, regarding the available funds for the 2018 Roads Program, staff will be scheduling a meeting with the Miller Paving Ltd. to review what work can be completed as per their submission to Request for Proposals (PW-RFP-002-2018)

It has been determined that West Road from Highway 11 eastward as well as between Ramsey Road and Quarry Road, and Lakeshore Road from Ethel Street southward be considered the priorities and a total \$1,085,710 (including the cost for re-lining of centerline culverts to be completed by the City) has been allocated for the capital project, staff will now work to define the limits of the work to be carried out in 2018.

It is anticipated that a final report on the 2018 Roads Program and By-law Agreement will be available for Council's consideration at the April 3rd meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original Signed by"

"Original Signed by"

Douglas Walsh
Director – Public Works

Christopher W. Oslund
City Manager

2018 Roadway Resurfacing Program

Lakeshore Road from Ethel Street to Broadway Street - \$214,500 (estimated)

1. Milling 50mm of exist asphalt from Ethel to Broadway including STATO Trail.
2. Placement of Geotextile and Tack-coat material within milled area.
3. Placement of RAP / Grindings on View Street and stockpile.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface including the reinstatement of STATO Trail adjacent to roadway.
5. Replace pavement markings.

Broadway / Ferguson Intersection - \$17,100 (estimated)

1. Remove existing crosswalks (Ferguson only) and asphalt removal.
2. Place, grade and compact of 150mm of Granular A.
3. Place 90mm Hot Laid Asphalt at a width equal to the existing paved surface.

West Road – \$702,500 (estimated)

a) Highway 11 to Patrol Yard (760m) and section west of Ramsey Road (600m)

1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Replace pavement markings.
5. Shouldering.

b) Ramsey Road to Quarry Road

1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
2. Place, grade and compact of 75mm of Granular A.
3. Place double lift Surface Treatment.
4. Replace pavement markings.

c) Quarry Road Intersection

1. Pulverizing remaining existing asphalt surfaces.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Shouldering.

d) Quarry Road to Niven Street

1. Pulverizing remaining existing asphalt surfaces.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Replace pavement markings.
5. Shouldering.

Cottage Road – Lakeshore Road to limit – (\$5,900 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Pete’s Dam Road – Hwy 65e to Pipeline Road – (\$37,000 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Elm Street – May street to Armstrong Street – (\$35,000 estimated)*

1. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.

*Under separate Budget item.

Approved 2018 Roads Program Allocation	\$1,085,710
Approved Elm Street work	\$ 35,000
Total Approved Budget	\$1,112,710
Estimated cost for above noted work	\$ 977,000
Work by City & Others (Culvert and Elm)	\$ 70,000
Total Estimated Cost	\$1,047,000
Available Funds (Budget less Estimated)	\$ 65,710

Further Considerations

1. City to Complete Shouldering (Credit) \$ 24,000
2. City to Complete RAP Repairs (Credit) \$ 16,500

Potential Credits \$ 40,500

Potentially, \$106,210 could be available to be used to address serious deformation areas on Lakeshore Road between Radley Hill Road and Beach Blvd.

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 2016 Roadway
Surfacing Program 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-026-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Miller Paving Limited for the 2018 Roadway Resurfacing Program on various roadway sections in Temiskaming Shores at an upset limit of \$1,031,840.00 plus applicable taxes for consideration at the May 1, 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 Ltd. for the 2018 Roadway Resurfacing Program contact in the amount of \$1,031,840.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 1st day of May, 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 2018 Roadway Resurfacing Program

This agreement made in duplicate this 1st day of May 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 Documents entitled:

**Corporation of the City of Temiskaming Shores
2018 Roadway Resurfacing Program at various locations
and outlined in Administrative Report No. PW-026-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2018.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Million and Thirty-one Thousand - Eight Hundred and Forty Dollars and Zero Cents (\$1,031,840.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

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

The Owner:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness - Signature
Print Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

2018 Roadway Resurfacing Program

Lakeshore Road from Ethel Street to Broadway Street - \$214,500 (estimated)

1. Milling 50mm of exist asphalt from Ethel to Broadway including STATO Trail.
2. Placement of Geotextile and Tack-coat material within milled area.
3. Placement of RAP / Grindings on View Street and stockpile.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface including the reinstatement of STATO Trail adjacent to roadway.
5. Replace pavement markings.

Broadway / Ferguson Intersection - \$17,100 (estimated)

1. Remove existing crosswalks (Ferguson only) and asphalt removal.
2. Place, grade and compact of 150mm of Granular A.
3. Place 90mm Hot Laid Asphalt at a width equal to the existing paved surface.

West Road – \$702,500 (estimated)

a) Highway 11 to Patrol Yard (760m) and section west of Ramsey Road (600m)

1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Replace pavement markings.
5. Shouldering.

b) Ramsey Road to Quarry Road

1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
2. Place, grade and compact of 75mm of Granular A.
3. Place double lift Surface Treatment.
4. Replace pavement markings.

c) Quarry Road Intersection

1. Pulverizing remaining existing asphalt surfaces.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Shouldering.

d) Quarry Road to Niven Street

1. Pulverizing remaining existing asphalt surfaces.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Replace pavement markings.
5. Shouldering.

Cottage Road – Lakeshore Road to limit – (\$5,900 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Pete’s Dam Road – Hwy 65e to Pipeline Road – (\$37,000 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Additional work to include repairs to identified significant surface deformation on Lakeshore Road North, between Radley Hill Road and Beach Blvd. at a final cost not to exceed the total approved budget of (\$1,031,840.00) plus applicable taxes for such works.

Subject: Design, supply & install of Splash Pad
CRCS Recreation

Report No.: RS-005-2018
Agenda Date: May 1, 2018

Attachments

None

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-005-2018; and
2. That Council approves the selection CRCS Recreation for the design, supply and installation of a splash pad and directs the Spalsh Pad Committee to commence design and cost analysis of the project.

Background

At the February 6, 2018 Regular Council meeting, Council acknowledged receipt of Administrative Report No. RS-001-2018 and directed staff to issue a Request for Proposal for the Design/Construction of a Splash Pad.

Request for Proposal RS-RFP-001-2018 was issued on February 8, 2018 with a submission deadline of February 27, 2018. Three proponents were invited to submit and the RFP was advertised on the city website. Three proposals were received: ABC Recreation, CRCS Recreation and Diamond Head Sprinklers Inc.

The Splash Pad Committee met on March 1, 2018 and reviewed the three submissions concluding that ABC Recreation and CRCS Recreation would be invited to do a presentation to the Committee on the design/supply and installation of a splash pad with a total value of \$250,000 (excluding landscaping and washroom/change room facilities).

Presentations were made to the Splash Pad Committee on Wednesday March 28th, 2018 and staff was directed to complete the evaluation and reference checks of both of the proponents resulting in a recommendation.

Analysis

Both Proponents presented very well prepared and appealing proposals. The main issues considered by the Committee were:

1. Water treatment system requirements;
2. Customer Service in terms of start-up, season monitoring, shut-down of the water system;

3. Experience with community projects that involve a variety of in-kind product/service donations;
4. Presence of Project Manager for entirety of project; and
5. Variety and appeal of components of the splash pad.

Staff met on Thursday April 5th, 2018 to further discuss the presentations and determined that CRCS Recreation were superior in terms of the proposed project manager and team, quality assurance program, value added services, and reference checks.

Staff is recommending that Council approve the selection of CRCS Recreation for the design, supply and installation of the splash pad and to proceed with the design and budget phase only at this time.

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

Entering into the agreement will secure CRCS Recreation for the project in totality; however the request at this time is to proceed only with the design which is at no cost to the municipality.

Once the design and budget is in place, Council will be requested to approve the design and next steps of the project.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council’s consideration by:

“Original signed by”

“Original signed by”

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

Subject: Seniors Community Grant
Transportation

Report No.: RS-008-2018
Agenda Date: May 1, 2018

Attachments

Appendix 01: Transfer Payment Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-008-2018; and
2. That Council direct staff to prepare the necessary by-law to enter into an Ontario Transfer Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs under the Seniors Community Grant Program in the amount of \$8,800 to assist in the provision of accessible transportation to existing community events for older adults in Temiskaming Shores and area for consideration at the May 1, 2018 Regular Council meeting.

Background

On December 5, 2017 Council approved the submission of a funding application in the amount of \$11,000 to the Ministry of Seniors Affairs, Senior Community Grant Program to assist in the provision of transportation to existing and new community events and the provision of 'travel training' workshops for older adults with the City's contribution of \$2,200 to be derived from the 2018 Age Friendly Program operating budget.

Analysis

The Ministry of Senior's Affairs notified the City that the application was successful and forwarded the Ontario Transfer Payment Agreement for Council's approval. (Attached as Appendix No. 1 to the report)

Financial / Staffing Implications

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

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

The total project cost is \$11,000 with the Ministry contributing \$8,800 and the city contributing \$2,200 from the 2018 Age Friendly operating budget.

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

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Tammie Caldwell
Director of Recreation Services

Christopher W. Oslund
City Manager

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 30 day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister Responsible for Seniors Affairs**

(the “Province”)

- and -

Corporation of the City of Temiskaming Shores

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions
Schedule “B” - Project Specific Information and Additional Provisions
Schedule “C” - Project
Schedule “D” - Budget
Schedule “E” - Payment Plan
Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister
Responsible for Seniors Affairs**

Date

Name: Kathleen Henschel
Title: Director

Corporation of the City of Temiskaming Shores

Date

Name: Dave Treen
Title: City Clerk

I have authority to bind the Recipient.

Date

Name: Laura McLeod
Title: Treasurer

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule “E”; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial

institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province'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 exceeded \$1,000.00.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary

and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the

eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 Recipient not Remediating. If the Province provided the Recipient with an

opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will

comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article

A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$8,800.00
Expiry Date	March 31, 2019
Contact information for the purposes of Notice to the Province	<p>Position: Megan Gariepy, Implementation Consultant</p> <p>Address: 777 Bay St. Suite 601C Toronto ON M7A 2J4</p> <p>Fax: 416-326-7078</p> <p>Email: seniorscommunitygrant@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Danielle Covello, Age friendly/Get Active Coordinator</p> <p>Address: 325 Farr Dr., Haileybury ON P0J 1K0</p> <p>Fax: NA</p> <p>Email: dcovello@temiskamingshores.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Danielle Covello, Age friendly/Get Active Coordinator</p> <p>Address: 325 Farr Dr., Haileybury ON P0J 1K0</p> <p>Fax: NA</p> <p>Email: dcovello@temiskamingshores.ca</p>

Additional Provisions:

1. The following provision is a part of Article 8.0.

A8.3 **Province’s Right to Share.** The Province may use, modify, reproduce, and distribute any information or material published by the Recipient using funding provided by the Province.

2. **Travel, meals, and hospitality expenses.** The Recipient agrees that travel, meals, and hospitality expenses shall:
 - a. be economical, reasonable and necessary for individuals to carry out or engage in approved Project activities;

- b. may not include any expenses for alcohol; and
- c. for travel and meal expenses, be paid in accordance with rates found in Ontario's Travel, Meals and Hospitality Expenses Directive.

SCHEDULE “C” PROJECT

Background

In response to a growing seniors demographic, the City of Temiskaming Shores began developing an Age Friendly Community (AFC) Plan and aiding in the creation of an AFC committee in 2015. The municipal council representing the City of Temiskaming Shores approved the AFC Plan with by-law 2016-151 in September 2016.

Project Objective

The project, which align with local age-friendly planning initiatives, will benefit approximately 250 local seniors, outside of the city centre, by providing them with transportation so they can better access social and community events. Accessible transportation is a method to combat social isolation, specifically in rural, sparsely populated communities.

Another goal indicated within the AFC Plan is to improve awareness of the local 1-800 number for Transportation services for older adults as managed by Timiskaming Home Support. Trained Age Friendly volunteers would be able to provide basic information and promotional material for the 1-800 number.

Project Description

The project will provide accessible transportation to existing community events for older adults in Temiskaming Shores and surrounding area and address a barrier to participation. ‘Travel training’ workshops as well as intergenerational, Indigenous and Francophone events will be included in conjunction with transportation provided.

Included in the initiative to provide barrier free transportation to older adults, is the plan to host six (6) ‘Travel Training’ opportunities to encourage older adults to enhance the comfortability of potential riders. There is public transit spanning from Cobalt throughout Temiskaming Shores and the AFC Plan indicates that there is a need to increase awareness of existing transportation services. In addition, transit vehicles would be showcased at events/festivals along with older adult volunteers who would be available to provide information and offer guidance.

The municipal council of the City of Temiskaming Shores has allocated funds into Age Friendly initiatives. The 20% cash contribution by the organization (equalling \$2200) will be from this allocation.

Output and Performance Measures

Outputs:

250 individuals participating in project or project program(s)
6 workshops offered
5 volunteers involved and engaged in the project
15 new partnerships developed with other organizations

Outcomes:

80% of participants agree that the project helped them to network and participate more actively in their community and contributed to their wellbeing

100% of participants agree that volunteering allowed them to engage more with the community

80% of participants agree that the project helped them to develop and share sustainable seniors plans and programs over the long term

80% of participants who agree that the project focussed on their safety and well being

Project Timelines

April 30, 2018 to March 31, 2019

SCHEDULE "D" BUDGET

Budget	Anticipated Costs \$
Event transportation	\$6,000.00
Advertising & Promotional Materials	\$3,000.00
Entrance fees to events	\$2,000.00
Add item (+)	Total Project Costs
	\$11,000.00
Less Contributions (Stream 2 and Stream 3 only):	
Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.	
Cash Contribution	\$2,200.00
In-kind Contributions	
Other Contributions (specify below) ▼	
Add Contribution (+)	
Funding Requested (Total Project Costs – Contributions, if applicable)	\$8,800.00

SCHEDULE "E"
PAYMENT PLAN

PAYMENT MILESTONE	AMOUNT
Initial Project Payment	\$7,040.00
Payment upon Ministry approval of a satisfactory Project Final Report	Up to \$1,760.00
MAXIMUM FUNDS PAYABLE	\$8,800.00

**SCHEDULE “F”
REPORTS**

SENIORS COMMUNITY GRANT PROGRAM
2017-19 FINAL REPORT

Purpose:

The Ministry of Seniors Affairs has provided you with funding through the Seniors Community Grant Program (“Program”), and wants to know how your organization has carried out the Project to ensure that provincial funding is spent in a responsible manner consistent with the purposes of the Program.

Please refer back to Schedule “C” of this Agreement to ensure that you provide status information on all of the components of what you set out to do.

Your completed Final Report must be returned within 30 days of the completion of the Project.

The report can be emailed or sent by mail. Please submit your Final Report to:

**Ministry of Seniors Affairs
777 Bay St. Suite 601C
Toronto ON
M7A 2J4**

**Email: seniorscommunitygrant@ontario.ca
Phone: 1-866-724-2017 Fax: 1-416-326-7078**

If you have any questions, please contact the Ministry at the email address or phone number above.

CONTACT INFORMATION

Organization Name:

Project Name:

Contact Person Name:	Phone number:	Email:
1.		
2.		

PROJECT INFORMATION

*If completing by hand, you may write on another page and attach to this template.
Information provided in this section should not exceed 3 pages.*

1. Please describe briefly how the Project was carried out. If the Project consisted of multiple activities, please outline and summarize all.
2. When did the Project take place? (Include both start and completion date and dates on which all activities occurred.)

3. Was the Project carried out as anticipated?

If not, why not?

4. How many seniors were directly involved in carrying out the Project and its activities? This includes Project organizers and volunteers.
5. How many seniors participated in the Project and its activities (i.e. took part in or experienced the activities)?
6. Please complete the output and outcome measurement chart with actual numbers (following up on the target estimates as provided with your application).

Output Measure Examples	Numeric Target
1. Participants: Total number of individuals participating in Project activities	
2. Workshops: Total number of workshops offered in areas such as leadership or governance	
3. Volunteers: Total number of volunteers involved and engaged in the Project	
4. Partnerships: Number of new partnerships developed with other groups or organizations and directly involved in the Project	
5. Social media and web related metrics, such as number of web page views or increase in number of new Facebook or Twitter followers for the organization to improve community engagement	
6. Additional Project output measures relevant to the Project and the program objectives may be added or substituted for the examples provided in this chart	
Outcome Measure Examples	Numeric Target
1. Percentage of participants who agree that the Project helped them to network and participate more actively in their community	
2. Percentage of participants who agree that volunteering allowed them to engage more with the community	
3. Percentage of an organization's locations who agree that the Project helped them to develop and share sustainable seniors plans and programs over the long term	
4. Percentage of participants who agree that the Project focused on their safety and well being	

7. Did you produce any products or publications in any format, including electronic, that were funded by this Program grant? If yes, please list them here and include a copy or example with your final report.

8. Now that the Project is complete, is there anything that you would have done differently? What and how?

FINANCIAL INFORMATION:

1. Financial Reconciliation Statement

Please provide a financial reconciliation statement which accounts for all project revenue and expenditures. This statement must identify

- (1) all initial proposed expenses identified in the Budget to this Agreement, and
- (2) actual expenditures.

Please refer to Schedule D of the Agreement (“Budget”).

Please submit a copy of all receipts for expenses associated with the Project. The receipt should list the item or service purchased and the price paid for each item or service.

Handwritten notes or attendance lists are not acceptable as receipts.

You are required to keep all original receipts associated with Project expenditures for 7 years, in case the Government of Ontario requires an audit of Program expenditures. If your organization had administrative expenses directly related to carrying out the project, we will accept a letter on your organization’s letterhead that specifies these expenses that is signed by someone with signing authority for your organization’s expenses.

Schedule D of this Agreement sets out an estimate of the total costs for the Project. Provide a reconciliation statement that indicates both the estimated costs as you set them out in the grant proposal, alongside the actual costs.

Here is a sample financial reconciliation statement:

ITEM	APPROVED COSTS	ACTUAL COSTS
Staff hours, 25 hours at \$20/hour	\$ 500	\$650
Consultant to do website updating	\$ 700	\$650
Project consultant work	\$ 5,000	\$5,000
Marketing – 300 flyers and local newspaper ad	\$ 600	\$500
Rental of Social Hall at 100 Main St.	\$ 2,300	\$2,200
Refreshments for 40-50 people at Canada Day picnic	\$ 250	\$350
Transportation by bus for 40-50 people	\$ 50	\$50

Rental of a projector	\$ 100	\$100
Administration	\$ 500	\$500
Total Project Costs	\$ 10,000	\$10,000
Less:		
Cash Contribution	\$ 1,000	\$1,000
In-kind contribution	\$ 1,000	\$1,000
Other contributions	\$ 0	\$0
Total Grant Amount Requested	\$ 8,000	\$8,000

2. Unspent Funds

Did you spend your grant to the full amount? YES NO

If not, you are required to return unspent funds to the Government of Ontario upon the expiry of the Agreement (Article 15).

Please make your cheque out to: **Minister of Finance** and send the cheque to:

Ministry of Seniors Affairs

777 Bay Street, Suite 601C

Toronto, ON M7A 2J4

Attention: Seniors Community Grant Program

3. Freedom of Information and Protection of Privacy Act Notice

The Ministry of Seniors Affairs (MSA) is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information related to the Seniors Community Grant Program may be collected by the MSA for the proper administration of the program, and will only be used for that purpose.

Any information that you provide to the MSA in connection with the Final Report may be subject to disclosure, in accordance with the requirements of FIPPA.

Questions about the collection, use and disclosure of information may be directed to: Ministry of Seniors Affairs, 777 Bay Street, Suite 601C, Toronto ON M7A 2J4. Email: infoseniors@ontario.ca, telephone: 416 326-7050, toll free: 1 888 910-1999, TTY (for the hearing impaired): 1 800 387-5559, fax: 416 326-7078.

FINAL REPORT CHECKLIST

Have you:

- Answered all questions on the final report?
- Inserted or attached the financial reconciliation statement?
- Attached a copy of all receipts associated with this Project?

Thank you for your time in completing this report.

TO BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR THE PROJECT

The final report must be hand-signed; once signed, the final report may be scanned and sent electronically.

I confirm that the information contained in this report is true and accurate.

Print Name: _____

Signature: _____

Date: _____

Subject: 2017 Annual Building and Statistics Report **Report No.:** CGP-012-2018
Agenda Date: May 1, 2018

Attachments

- Appendix 01:** 2017 Annual Report – Building Permit Fees
- Appendix 02:** Building Permit Statistics Report 2013 to 2017
- Appendix 03:** Building Code Act Prescribed Report Content

Recommendations

It is recommended:

1. That Council of the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CGP-012-2018 more specifically Appendix 01 – 2017 Annual Report – Building Permit Fees and Appendix 02 – Building Permit Statistics Report 2013-2017 for information purposes; and
2. That Council directs staff to post the 2017 Annual Report - Building Permit Fees on the City's website, and to make the report available to persons or organizations in accordance with the Ontario Building Code.

Background

Section 7(1) of the Building Code Act (BCA) authorizes the Council of a municipality to pass by-laws to prescribe classes of permits, provide for applications for permits and require applications to be accompanied by such plans, specifications, documents and other information as is prescribed, and require the payment of fees on applications for the issuance of permits, and prescribe the amounts of the fees.

Section 7(2) of the BCA prescribes that the total amount of fees authorized in such by-law must not exceed the anticipated costs to the City to administer and enforce the BCA.

Section 7(4) of the BCA further requires that every 12 months, the City shall prepare a report that contains such information as may be prescribed, about the fees authorized in the by-law, and the costs of the City to administer and enforce the BCA. Appendix 03 to this report lists the information which is prescribed in the Ontario Building Code (OBC) to be included in the annual report. Section 7(4) also requires that the Annual Building Report be made available to the public.

The Annual Report – Building Permit Fees provides information to Council and the public regarding the revenues received from Building Permit Fees and the direct and indirect costs for administering and enforcing the Building Code Act.

Analysis

The following table is a summary of the figures included in the 2017 Annual Report – Building Permit Fees which is attached as Appendix 01:

Revenues Collected =	\$91,753.79
Direct Costs =	(\$194,279.38)
Indirect Costs =	<u>(\$33,803.50)</u>
Shortfall =	(\$136,329.09)

Permit Fees are collected under the authority of the Building By-law 2013-052 and include fees for construction, demolition, change of use permits. The total Building permit fees collected in 2017 was **\$91,753.79**.

Direct Costs are costs for the operation of the Building Department with respect to the processing of permit applications, the review of building plans, conducting inspections and enforcement duties under the authority of the BCA/OBC. The figure provided includes a percentage of wages and benefits for the Director, CBO, Building Inspector, Planner and the Administrative Assistant; as well as, costs of providing training for staff to meet the qualification requirements prescribed by the BCA. **The total direct costs are \$194,279.38.**

Indirect Costs are the Building Department's share of overhead such as: office supplies, postage and courier service, telephone, IT support, CGIS service contract, payroll services, and office expenses. Indirect costs also include the Building Department's share of capital asset costs of vehicles and their operation expenses. **The total indirect costs are \$33,803.50.**

Cost Stabilization Reserve Fund - As revenue does not exceed operating costs a Cost Stabilization Reserve Fund has not been established and therefore that figure is \$0.00.

Council Summary Report

The Council Summary Report 2013-2017 provides information regarding building trends in the City over a five (5) year period; and it compares the Building Permit fees charged by the City, the number of permits issued and construction cost associated with the development.

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"

Clayton Seymour
Chief Building Official

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Corporation of the City of Temiskaming Shores

Annual Report – Building Permit Fees

Total Permit Fees (Revenues) collected for the period January 1, 2017 to December 31, 2017 under By-law No 2013-052 of the City of Temiskaming Shores.

Total Permit Fees = **\$ 91,753.79**

Direct Costs are deemed to include costs related to wages, benefits and the training of staff of the Building Department for processing of building permit applications, the review of building plans, conducting inspections and building related enforcement duties for the period January 1, 2017 to December 31, 2017.

Direct Costs = **\$ 194,279.38**

Indirect Costs are deemed to include the costs of overhead and support services related to the operation of the Building Department and include costs of office space and fleet as well as their depreciation for the period January 1, 2017 to December 31, 2017.

Indirect Costs = **\$ 33,803.50**

Cost Stabilization Reserve Fund includes all revenues exceeding costs from previous years which are held in reserve to offset costs in future years.

Cost Stabilization Reserve Fund = **\$ 0.00**

Note: As the Total Permit Fees for the period January 1, 2017 to December 31, 2017 do not exceed the Direct and Indirect Costs for the same time period, no funds are transferred to the Cost Stabilization Fund for 2017.

Building Permit Statistics Report
 2013 to 2017

YEAR		2017		2016		2015		2014		2013	
		# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction	# of permits issued	Value of construction
Commercial & Institutional	New Starts	5	\$680,000	3	\$2,306,750	0	\$0	1	\$5,000	5	\$3,075,000
	Renovations	25	\$5,813,837	23	\$5,972,633	20	\$3,528,800	37	\$2,112,000	27	\$2,963,000
Industrial	New Starts	1	\$25,000	5	\$363,341	2	\$480,000	0	\$0	9	\$4,099,000
	Renovations	2	\$65,000	4	\$135,000	9	\$495,000	7	\$220,000	10	\$1,934,000
Multi-Unit Residential	New Starts	0	\$0	1	\$4,800,000	0	\$0	1	\$3,000,000	0	\$0
	Renovations	8	\$843,872	4	\$116,300	6	\$96,300	10	\$270,000	6	\$252,000
Single Residential	New Starts	1	\$300,000	10	\$2,960,000	10	\$2,170,800	5	\$1,070,000	16	\$4,414,000
	Renovations	72	\$1,140,986	95	\$1,595,300	118	\$1,530,402	133	\$1,636,000	100	\$1,403,000
Total Value of Construction		114	\$8,868,695	145	\$ 18,249,324	165	\$ 8,301,302	194	\$8,315,000	173	\$18,141,000
Total Permit Fees		114	\$91,753.79	145	\$ 153,807	165	\$ 71,423	194	\$83,000.00	173	\$145,000.00

BCA/OBC Prescribed Report Content

Building Code Act, 1992
ONTARIO REGULATION 332/12
BUILDING CODE
Division C Part 1

1.9.1.1. Annual Report

- (1) *The report referred to in subsection 7 (4) of the Act shall contain the following information in respect of fees authorized under clause 7 (1) (c) of the Act:*
 - (a) *total fees collected in the 12-month period ending no earlier than three months before the release of the report,*
 - (b) *the direct and indirect costs of delivering services related to the administration and enforcement of the Act in the area of jurisdiction of the principal authority in the 12-month period referred to in Clause (a),*
 - (c) *a break-down of the costs described in Clause (b) into at least the following categories:*
 - (i) *direct costs of administration and enforcement of the Act, including the review of applications for permits and inspection of buildings, and*
 - (ii) *indirect costs of administration and enforcement of the Act, including support and overhead costs, and*
 - (d) *if a reserve fund has been established for any purpose relating to the administration or enforcement of the Act, the amount of the fund at the end of the 12-month period referred to in Clause (a).*
- (2) *The principal authority shall give notice of the preparation of a report under subsection 7 (4) of the Act to every person and organization that has requested that the principal authority provide the person or organization with such notice and has provided an address for the notice.*

Of special note: As revenues cannot be forecasted with any certainty, and often vary substantially from year to year, the BCA/OBC does allow municipalities to establish a cost stabilization reserve fund in which permit fees in excess of operating costs must be held. Those reserve funds may then only be used to offset costs of BCA/OBC administration / enforcement in future years. Should revenues continue to exceed costs, it is the intent being that the permit fee structure would then be revised accordingly.

As permit fees have yet to exceed operating costs, it has not been necessary to establish such a reserve fund in Temiskaming Shores.

Subject: Adoption of new Property Standards
By-law (interior inspections)

Report No.: CGP-013-2018
Agenda Date: May 1, 2018

Attachments

Appendix 01: Draft Property Standards By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CGP-013-2018;
2. That Council directs staff to prepare the necessary by-law for the adoption of a Property Standards By-law for consideration of Provisional Approval (1st and 2nd reading) at the May 1, 2018 Regular Council meeting; and
3. That Council directs staff to host a public meeting on May 9, 2018 to permit review of the draft Property Standards By-law prior to consideration of 3rd reading anticipated for the May 15, 2018 Regular Council meeting.

Background

In January 2017 correspondence was received from Minister Chris Ballard (Ministry of Municipal Affairs) regarding the Promoting Affordable Housing Act, 2016. The Act amends sections of the Residential Tenancies Act (RTA) requiring municipalities that currently do not enforce residential rental maintenance standards to start enforcing such standards on July 1, 2018.

The City's current Property Standards By-law (By-law No. 2012-084) requires modification in order to meet the amendments to the RTA.

Analysis:

Protection to Persons and Property (PPP) staff completed a comprehensive review of By-law No. 2012-084 identifying a number of modifications to existing provisions from a housekeeping perspective as well as the addition of a section (Section 7) specific to satisfying the amendments to the RTA imposed by the Ministry.

The PPP Committee considered the draft Property Standards By-law at the April 19th, 2018 Committee meeting and directed staff to prepare the necessary by-law for a new Property Standards By-law and host a public meeting on May 9th, 2018. Building and By-Law Enforcement Department staff were present and involved in the discussion.

Based on the inclusion of provisions for interior residential property standards as mandated by the Province and the number of housekeeping amendments, it is recommended that By-law No. 2012-084 be repealed and that Council adopt a new Property Standards By-law.

It is recommended that Council considered providing provisional approval (1st and 2nd reading) of the draft By-law at the May 1, 2018 Regular Council meeting with final adoption subsequent to the public meeting scheduled for May 9, 2018.

Appendix 01 – Modified Draft Property Standards By-law will be made available at various locations (City Hall, Branch Libraries, etc.) for review and comments will be received at the open house on May 9th, 2018.

Alternatives

Council could opt to explore the possibility of using the Residential Tenancies Act (RTA). This alternative is not recommended.

Financial / Staffing Implications

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

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

Staffing implications are limited normal staff responsibilities.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
 Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

 Clayton Seymour
 Chief Building Official

 Shelly Zubyck
 Director of Corporate Services

 Christopher W. Oslund
 City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to regulate Property Standards for property within the municipality

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 under Section 10 (2) 5 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of economic, social and environmental well-being of the municipality, including respecting climate change;

And whereas under Section 10 (2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

And whereas under Section 10 (2) 10 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters regarding structures, including fences and signs;

And whereas under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23, as amended, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

And whereas the Official Plan(s) in effect within the Corporation of the City of Temiskaming Shores include provisions relating to property conditions;

And whereas the Council of The Corporation of the City of Temiskaming Shores is desirous of passing a by-law under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23;

And whereas Section 15.5 (3) of the Building Code Act, S.O. 1992, C.23, provides

Council the authority to set a fee for the issuance of a Certificate of Compliance.

And whereas Section 15.6 (1) of the Building Code Act, S.O. 1992, c.23, requires that a by-law passed under Section 15.1 of the Building Code Act, S.O. 1992, c.23, shall provide for the establishment of a Property Standards Committee;

And whereas Section 391 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides without limiting sections 9 and 10, those sections authorize a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board, and for the use of its property including property under its control;

And whereas Section 391 (3) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration and enforcement;

And whereas Section 398 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality or local board on a person constitute a debt of that person to the municipality or local board;

And whereas Section 398 (2) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the treasurer of a local municipality or 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, to the tax roll and collect them in the same manner as municipal taxes;

And whereas Council considered Administrative Report No. CGP-012-2018 at the May 1, 2018 Regular Council Meeting and directed staff to prepare the necessary by-law for the adoption of a Property Standards By-law for consideration of Provisional Approval (1st and 2nd reading) at the May 1, 2018 Regular Council meeting with third and final reading for consideration subsequent to an public meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a bylaw:

1. That the Council of the City of Temiskaming Shores adopts the "Property Standards", identified as Schedule "A", hereto attached and forming part of this by-law.
2. That the effective date of the by-law shall be the date of adoption.
3. That By-law No. 2007-043 being a by-law for the *Adoption of Standards for the Maintenance and Occupancy of Property within the Municipality* is hereby repealed.

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.

Read a first and second time this 1st day of May, 2018

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third and final time this _____ day of _____, 2018

Mayor – Carman Kidd

Clerk – David B. Treen

Index

Section	Part 1 – General Provisions	Page
1.1	Short Title	4
1.2	Scope	4
1.3	Enforcement	4
1.4	Conflicts with other By-law	4
	Part 2 – Definitions	
2.1	Accessory Building	5
2.2	Apartment Building	5
2.3	Approved	5
2.4	Barrier-Free	5
2.5	Basement	5
2.6	Building	5
2.7	Building Code Act	5
2.8	City	5
2.9	Common Area(s)	5
2.10	Council	5
2.11	Developed Lot	5
2.12	Dwelling Unit	5
2.13	Exterior Envelope	5
2.14	First Storey	5
2.15	Guard	6
2.16	Means of Egress	6
2.17	Non-residential Use Property	6
2.18	Ontario Building Code	6
2.19	Owner	6
2.20	Officer	6
2.21	Pesticides Act	6
2.22	Person	6
2.23	Property Standards Committee	6
2.24	Property Standards Officer	6
2.25	Property	6
2.26	Residential Use Property	7
2.27	Standards	7

2.28	Storey	7
2.29	Suite	7
2.30	Temporary Shelter	7
2.31	Toilet Room	7
2.32	Undeveloped Property	7
2.33	Vehicle	7
2.34	Vacant Property	7
2.35	Yard	7
2.36	Zone(s)	7
Part 3 – General Standards for all Properties		
3.1	Workmanship	8
3.2	Yards	8
3.3	Surface Conditions Yards	8
3.4	Surface Conditions of Driveways, Parking Areas, and Walkways	9
3.5	Accessory Building, Fences, and Other Structures	9
3.6	Composting	10
Part 4 – Residential Standard		
4.1	General Conditions for the exterior envelope and the common areas of residential use property	9
4.2	Pest Prevention	10
4.3	Structural Soundness	10
4.4	Exterior Envelope	10
4.5	Windows and Doors	11
4.6	Roofs	11
4.7	Interior Walls, Ceilings and Floors	12
4.8	Interior and Exterior Stairs, Porches, Balconies, Landings, Mezzanines and Fire Escapes	12
4.9	Guards	12
4.10	Handrails	12
4.11	Electrical Service	12
4.12	Lighting	13
4.13	Heating, Heating Systems	13
4.14	Elevating Devices	13
4.15	Disconnected Utilities	13
Part 5 – Vacant Lands and Buildings		

5.1	Vacant Lands	13
5.2	Vacant Buildings	14
Part 6 – Non-Residential Use Property Standards		
6.1	Yards	14
6.2	Parking Areas and Driveways	14
6.3	Structural Soundness	14
6.4	Exterior Walls	15
6.5	Roofs	15
6.6	Guards	15
6.7	Handrails	15
6.8	Lighting	16
Part 7 – Interior Residential Property Maintenance		
7.1	Security	16
7.2	Water	17
7.3	Kitchen and Washroom Facilities	17
7.4	Kitchen Facilities	18
7.5	Electrical Services	18
7.6	Ventilation	18
7.7	Garages	18
7.8	Egress	19
7.9	Elevators	19
7.10	Pest Control	19
7.11	Interior Structure and Floors	19
7.12	Plumbing System	20
7.13	Heating System	20
7.14	Exemption	20
7.15	Reporting of Section 7	21
Part 8 – Administration and Penalty		
8.1	Property Standards Committee	21
8.2	Duty of Property Standards Committee	21
8.3	Powers of Property Standards Committee	21
8.4	Filling of Vacancies	21
8.5	Compensation	21
8.6	Chair	21

8.7	Quorum	22
8.8	Secretary	22
8.9	Duty of Secretary	22
8.10	Rules of Procedure and Oaths	22
8.11	Where Property Standards Committee Required to Give Notice	22
8.12	Compliance	22
8.13	Informal Notice	
8.14	Orders	
8.15	Appeal of Order	
8.16	Certificate of Compliance	
8.17	Fees for Service / Activity	
8.18	Penalty	
8.19	Validity	
	Appendices	
Appendix		
01	Service / Activity Fees	
02	Informal Notice – Form PS-A-02	
03	Order after Informal Notice – Form PS-A-03	
04	Order – Form PS-A-04	
05	Notice of Appeal – Form PS-A-05	
06	Certificate of Compliance – Form PS-A-06	
07	Property Standards Committee – Rules of Procedure	

Part 1 – General Provision

1.1. Short Title

This By-law shall be cited as the "Property Standards By-law".

1.2. Scope

The provisions of this By-law shall apply to all property within the geographic limits of the *City*, except where otherwise provided

1.3. Enforcement

This By-law shall be enforced by a *Property Standards Officer*.

1.4. Conflicts with other by-law

Where provisions of the By-law conflict with a provision of another by-law in force in the *City*, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well being of the *municipality*, shall prevail to the extent of the conflict.

Part 2 - Definitions

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this Part shall have the meanings as defined in the *Building Code Act* and/or Article 1.4.1.2 of Division A of the *Ontario Building Code* where so provided, and otherwise the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

- 2.1. **Accessory Building** means a detached *building* or structure, not used for human habitation, that is naturally and normally incidental and subordinate to the primary use of the *building* or structure located on the same *property*.
- 2.2. **Apartment Buildings** means a *building* containing two or more *dwelling units* which have interior access to each other or which share a common access to exit, or common exit through an internal or exterior corridor system, lobby or stair and includes all such buildings whether under single ownership or condominium tenure.
- 2.3. **Approved** means approved by the *Property Standards Officer*.
- 2.4. **Barrier-Free** means that a building and its facilities can be approached, entered and used by persons with physical or sensory disabilities.
- 2.5. **Basement** means one or more *storeys* of a *building* located below the *first storey*.

- 2.6. Building** means "building" as defined in the *Building Code Act*.
- 2.7. Building Code Act** means the Building Code Act, S.O. 1992, c.23, as amended.
- 2.8. City** means the City of Temiskaming Shores.
- 2.9. Common Area(s)** means those areas of a *building*, on a *Residential Use Property* that are not located within a *dwelling unit*, which are accessible to and for the use of the occupants of the *building* and or the public, and includes, but is not limited to; interior and exterior stairs, stairways, fire escapes, corridors, hallways, landings, decks, platforms, mezzanines, lobbies, laundry rooms, garbage rooms, exercise rooms, recreational rooms, and *toilet rooms*.
- 2.10. Council** means the *Council* of the *City* of Temiskaming Shores.
- 2.11. Development Lot** means all privately owned *property* located in any zone as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.
- 2.12. Dwelling Unit** means a *suite* within a *building* on *residential use property* operated as a housekeeping unit, used or intended to be used as a domicile by one or more *persons* and usually contains cooking, eating, living, sleeping, and sanitary facilities.
- 2.13. Exterior Envelope** means those parts of a *building* normally exposed to the elements and the effects of the sun, rain, snow and wind including the walls, roofs, soffits, fascia, gable ends, windows, doors and portions of the foundation located above grade.
- 2.14. First Storey** means the *storey* with its floor closest to grade and having its ceiling more than 1.8 metres (5 ft 11 in) above grade.
- 2.15. Guard** means a protective barrier around openings in a floor, or at the open side or sides of stairs, landings, balconies, mezzanines, galleries, raised walkways, or other locations to prevent accidental falls from one level to another.
- 2.16. Means of Egress** includes exits and access to exits and means a continuous path of travel provided for the escape of *persons* from any point in a *building* or in a contained open space to,
- (a) a separate *building*,
 - (b) an open public thoroughfare, or
 - (c) an exterior open space that is protected from fire exposure from the *building* and that has access to an open public thoroughfare
- 2.17. Non-residential Use Property** means a *property* on which there are no *buildings* or structures that contain a *dwelling unit*, or on which no *buildings* or structures could lawfully be constructed that contain a *dwelling unit*, other than as permitted in *Industrial Zones*,

and includes the lands and premises and *accessory buildings*, structures, fences or erections thereon or therein.

2.18. Ontario Building Code means O. Reg 332/12 made under the Building Code Act, S.O. 1992, c.23 and amendments thereto.

2.19. Owner shall mean and include:

- (a) the *person* for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the *person's* own account or as agent or trustee of any other *person*, or who would so receive the rent if such land and premise were let, and
- (b) A lessee or occupant of the *property* who, under the terms of a lease, is required to repair and maintain the *property* in accordance with the standards for the maintenance and occupancy of *property*.

2.20. Officer means a *Property Standards Officer*.

2.21. Pesticides Act means the Pesticides Act, R.S.O. 1990 c. p. 11

2.22. Person means an individual, firm or corporation.

2.23. Property Standards Committee means the Committee established pursuant to Section 15.6 of the *Building Code Act*.

2.24. Property Standards Officer means the *person* or *persons* duly appointed by *Council* as *Property Standards Officer*.

2.25. Property means the area of land as further defined in this bylaw as *Residential Use Property*, *Non-Residential Use Property* and/or *Vacant Property*.

2.26. Residential Use Property means a *property* on which a *building* is located, or on which a *building* could lawfully be constructed for use as a dwelling unit(s) for one or more persons, but does not include medical or correctional institutions or facilities, and encompasses any lands and *accessory buildings* and all stairways, walkways, driveways, parking spaces, and fences associated with the *building* and its *yard*.

2.27. Standards means the minimum standards of the physical condition of a *building* to allow occupancy as prescribed for in this Bylaw.

2.28. Storey means the portion of a building,

- (a) that is situated between the top of any floor and the top of the floor next above it, or
- (b) that is situated between the top of the floor and the ceiling above the floor, if there is no floor above it.

2.29. Suite means a single room or a series of rooms of complimentary use, operated under a

single tenancy, and includes,

- (a) *dwelling units*,
- (b) individual guest rooms in motels, hotels, boarding and rooming houses and dormitories, and
- (c) individual stores and individual or complimentary rooms for business and personnel services occupancies

2.30. Temporary Shelter means a non-permanent commercially prefabricated accessory structure that is designed to provide shelter to a vehicle and is designed to be easily dismantled or removed.

2.31. Toilet Room means a room containing a toilet and a wash basin.

2.32. Undeveloped Property means land that is not a *Developed Lot*.

2.33. Vehicle means an automobile, motor vehicle, all terrain vehicle, bicycle, bus, farm tractor, truck, trailer, traction engine, motorcycle, motorized snow vehicle, road-building machine.

2.34. Vacant Property means the area of land situated between the lot lines of a lot, on which there are no *buildings* or structures or portions thereof currently constructed or situated.

2.35. Yard means *vacant land on developed lots* and areas of land on *developed lots* between the exterior wall of any *buildings* or structures that are located on the lot, and the lot lines of said lot.

2.36. Zone(s) means a designated area of land use as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.

Part 3 – General Standards for all Properties

3.1. Workmanship

All repairs and maintenance of *property* shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction, renovations or repairs shall conform to the *Building Code Act*, the *Ontario Building Code*, the Fire Prevention and Protection Act, and the Ontario Fire Code where applicable.

3.2. Yards

Every *yard* in all *Zones* shall be kept clean and free from:

- 3.2.1. rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
- 3.2.2. *vehicles* or any part of such vehicle which is in a wrecked, discarded, dismantled, inoperative, unlicensed or abandon condition, with the following exceptions:

- (a) where it is part of an automotive repair establishment use, an automotive sales establishment (new or used) use or a *vehicle* compound use permitted by any zoning by-law;
 - (b) where it is part of any legal non-conforming automotive repair establishment use, automotive sales establishment (new or used) use, *vehicle* compound use or salvage yard use; or
 - (c) where the *vehicle* is operative and can licensed pursuant to the provisions of the Highway Traffic Act, R.S.O. 1990, c.H. 8.
- 3.2.3. dilapidated, collapsed, partially collapsed or partially constructed *buildings* or structures that are not currently under construction or renovation authorized by a permit issued pursuant to the *Building Code Act*.
- 3.2.4. *buildings* or structures which have sustained damage due to flood, fire, or the effects of wind, rain or snow that render the *building* unusable for its normal intended use, that are not under renovation authorized by a permit issued pursuant to the *Building Code Act*.

3.3. Surface Conditions Yards

Surface conditions of *yards* on *developed lots* shall be maintained so as to:

- 3.3.1. prevent ponding of storm water.
- 3.3.2. prevent instability or erosion of soil.
- 3.3.3. prevent surface water run-off from entering *basements*.
- 3.3.4. not exhibit an unsightly appearance in comparison to adjacent property.
- 3.3.5. be kept free of deep ruts and holes.
- 3.3.6. provide for safe passage under normal use and weather conditions, day or night.
- 3.3.7. not to create a nuisance to other property.
- 3.3.8. kept free of injurious insects, termites, rodents, vermin or other pests.

3.4. Surface Conditions of Driveways, Parking Areas and Walkways

- 3.4.1. The surface condition of *yards* on *developed lots* used for vehicular traffic, driveways, parking areas or pedestrian walks shall be of asphalt, concrete, concrete paving stones, compacted stone or gravel and shall be kept in good repair free of dirt and litter so as to afford safe passage under normal use and weather conditions day or night.
- 3.4.2. Accumulations of ice and snow shall be promptly removed from all main entrances

and exits of occupied buildings.

- 3.4.3. Where buildings and property have been designated, designed, constructed or altered for *barrier-free* access, every *barrier-free* path of travel and all barrier-free features and equipment shall be installed in accordance with the Building Code, and shall be maintained in good repair and shall function as designed.

3.5. Accessory Building, Fences and Other Structures

- 3.5.1. *Accessory buildings*, fences and other structures appurtenant to the property shall be maintained in structurally sound condition, good repair and free from accident hazards.
- 3.5.2. *Accessory buildings*, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material.

3.6. Composting

- 3.6.1. All properties shall be permitted one compost provided that the pile has an area not exceeding 2 square metres (21.5 ft²) and a height not exceeding 2 metres (6 ft 6 in), is enclosed on all sides by concrete block or lumber, or is contained in a metal or plastic barrel, a metal frame building with a concrete floor, or a commercial container designed for composting.
- 3.6.2. No animal or human feces shall be deposited into a compost pile.
- 3.6.3. No animal based waste shall be deposited into a compost pile.
- 3.6.4. The location of a compost container/compost piles on a property, shall be such that the compost container/compost piles does not create a nuisance for adjacent property owners.

Part 4 – Residential Standard

4.1. General conditions for the exterior envelope and the common areas of residential use property.

Every *owner* of a *building* on a *residential use property* shall maintain the *exterior envelope* and the *common areas* of the *buildings* located on the property in accordance with this Part.

4.2. Pest Prevention

- 4.2.1. Openings in the *exterior envelope* of *buildings* on *residential use property* that may permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

- 4.2.2. *Buildings on residential use property* shall be kept reasonably free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act* and all *City* bylaws.

4.3. Structural Soundness

- 4.3.1. *Buildings on residential use property* shall be maintained in a structurally sound condition so as to be capable of withstanding the live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed. Materials which have been damaged or show evidence of rot or other deterioration shall be repaired or replaced.
- 4.3.2. Foundation walls supporting *buildings on residential use property* shall be maintained so as to prevent the entrance of insects, rodents and excessive moisture. Maintenance includes the shoring of the walls to prevent settling, and the installation of sub soil drains at the footing level, grouting masonry cracks, and the damp proofing and waterproofing of walls and floors where necessary.

4.4. Exterior Envelope

The *exterior envelope of buildings on residential use property*, including siding or cladding, masonry, soffits, fascia, and trim components shall be maintained in good repair, free from loose or improperly secured objects or materials. Paint or other suitable preservatives or coatings must be applied where necessary so as to prevent deterioration due to weather conditions, insects or other hazards.

4.5. Window and Doors

- 4.5.1. Windows, doors, skylights, and *basement* hatchways in the *exterior envelope of buildings on residential use property* shall be maintained in good repair, weather tight and draught free, so as to prevent heat loss and infiltration by the elements. Maintenance includes painting, and the repair or replacement of damaged doors, door frames, window frames and sashes, and the replacement of non-serviceable hardware and re-glazing where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.
- 4.5.2. Windows and doors in a required *means of egress* shall be equipped with hardware that can be readily opened from the interior without keys, special devices or special knowledge and shall be maintained in operable condition.
- 4.5.3. Doors between the *common areas* of *buildings* and individual *suites* shall be equipped with dead bolt type locking device with a minimum 1 inch bolt throw.
- 4.5.4. Where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed

between individual *dwelling units* and a secured entrance area, the said system shall be maintained in good working order at all times.

4.5.5. All windows located above the second story in the *exterior envelope* of a *building* on *residential use property* that have a sill height less than 1000 mm (3 ft 3 in) from the adjacent floor level shall be equipped with an *approved* safety device that prevents any part of the window from being opened to a position that would permit the passage of a 100 mm diameter (4 inches) sphere, or the window shall be protected by a *guard* described in Section 4.8 of this by-law.

4.5.6. Notwithstanding Section 4.4.5, where an exterior balcony is constructed the full length of the window and this balcony is equipped with an *approved* guard system, the safety device described in section 4.4.5 need not be installed on the window.

4.6. Roofs

4.6.1. Roofs and their components on *buildings* on a *residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.

4.6.2. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could affect the structural integrity of the *building*.

4.6.3. Where eave troughs or roof gutters are provided, they shall be kept in good repair, free from obstructions and properly secured to the *building*.

4.7. Interior Walls, Ceilings and Floors

Every wall, ceiling and floor in the *common area* of a *building* on a *residential use property* shall be maintained so as to provide a continuous surface free from excessive holes, cracks, loose coverings or other defects and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

4.8. Interior and Exterior Stairs, Porches, Balconies, Landings, Mezzanines and Fire Escapes

Every stair, porch, balcony, landing, mezzanine and fire escape located in the *common area* or on the *exterior envelope* of a *building* on a *residential use property* shall be maintained in good repair and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

4.9. Guards

4.9.1. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could Every open side of a flight of steps, ramp, porch, balcony, landing, mezzanine or fire escape

that is located in the common area or on the exterior envelope of a building on a residential use property, in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a guard in conformance with the Ontario Building Code.

4.9.2. Notwithstanding Sections 4.9.1 existing guards are acceptable, unless considered unsafe by the Property Standards Officer.

4.10. Handrails

4.10.1. Every ramp, and stairway with 3 risers or more in the *common area* and *exterior envelope* of a *building* on a *residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 in) or more in width, shall have handrails on both sides. Handrails shall be constructed in conformance with the Ontario Building Code

4.10.2. Notwithstanding Sections 4.10.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

4.11. Electrical Service

Every *building* on a *residential use property* that has access to hydro shall be wired for electricity and shall be connected to an approved electrical supply system unless it can be shown that an alternate method of supply is being provided. The electrical wiring, fixtures, switches, receptacles, and appliances located or used in a *building* in a *residential use property* shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards and in conformity with the Ontario Electrical Safety Authority.

4.12. Lighting

4.12.1. An electrical light fixture shall be installed in *common areas* of *building* on a *residential use property*, including but not limited to storage rooms, service rooms, laundry rooms, service hallways, stairways, recreation rooms and public *toilet rooms*.

4.12.2. Lighting fixtures and appliances installed in *common areas* of *building* on a *residential use property* shall provide an adequate illumination level at the floor or tread level and at angles and intersections and changes of level where there are stairs or ramps.

4.12.3. Notwithstanding Sections 4.12.2 existing lighting fixtures are acceptable, where *approved* by the *Property Standards Officer*.

4.13. Heating, Heating Systems

4.13.1. The *common area* of a *building* on a *residential use property* located within the interior of the *exterior envelope* shall be provided with a heating system and those areas shall be maintained with a minimum ambient temperature of 18° C (64° F.).

- 4.13.2. Notwithstanding Section 4.13.1, the minimum ambient temperature requirement does not apply to storage rooms, service rooms or recreation rooms.

4.14. Elevating Devices

Required elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems in the *common areas* of a *building* on a *residential use property* shall at all times be in good condition, operational and maintained.

4.15. Disconnected Utilities

Owners of residential use property or any person or persons acting on behalf of such owner shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to the common area of a building on an occupied residential use property, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

Part 5 – Vacant Lands and Buildings

5.1. Vacant Lands

Vacant land shall be maintained to the standards as described in Part 3 of this By-Law and with the requirements of this Part.

5.2. Vacant Buildings

- 5.2.1. *Vacant buildings* shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.
- 5.2.2. The owner or agent of a vacant building shall keep the building secure to the satisfaction of the *Property Standards Officer* by covering all openings through which entry may be obtained.

Part 6 – Non-Residential Use Property Standards

6.1. Yards

- 6.1.1. Yards in *non-residential use property* shall be maintained to the standards as described in Part 3 of this By-Law.
- 6.1.2. The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard, or an unsightly condition. Where conditions are such that a neat and orderly fashion is achieved, however the site is still offensive to view from a location not on

the property, as determined by the *Property Standards Officer*, the offensive area shall be suitably enclosed by a solid wall or a painted board or privacy type fence not less than 1.8 metre (6 ft) in height, and shall be maintained in good repair.

6.2. Parking Areas and Driveways

6.2.1. All areas used for vehicular traffic and parking on a *non-residential use property* shall have a surface covering of asphalt, concrete, compacted stone or gravel sufficient to support the loads it will be subjected to and the covering shall be kept in good repair free of litter. Notwithstanding the foregoing, where a *non-residential use property* abuts a *residential use property*, all areas used for vehicular traffic and parking on the *non-residential use property* located within 30 meters (100 feet) of the *residential use property* shall have a surface covering of asphalt or similar hard surface, or such other measures as required shall be undertaken to eliminate the effects of dust, sand or gravel particles originating on those areas from being displaced onto the adjoining *residential use property* by the effects of wind or rain.

6.2.2. All areas used for vehicular traffic, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions.

6.3. Structural Soundness

Every part of a *building* or structure on a *non-residential use property* shall be maintained in a sound condition so as to be capable of withstanding the anticipated live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed under normal use, having a level of safety required by the *Ontario Building Code*. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.

6.4. Exterior Walls

Exterior walls and their components on a *building* on *non-residential use property*, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding or trim and shall be free of unauthorized signs that would require a building permit. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

6.5. Roofs

6.5.1. Roofs and their components on *buildings* on *non-residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or material and shall be kept clear of accumulations of ice or snow where such accumulation may have a detrimental effect on the structural integrity of the building or where such accumulations otherwise creates a hazard.

6.5.2. Where eaves trough or roof gutters are provided they shall be kept in good repair, free from obstructions and properly secured to the building.

6.6. Guards

- 6.6.1. Every open side of a stair, porch, balcony, landing, mezzanine or fire escape that is located on the exterior or interior of a *building* on a *non-residential use property*, and in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a *guard* constructed to the *standards* as described the Ontario Building Code.
- 6.6.2. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* of Industrial Occupancy may be built with openings that will prevent a spherical object having a diameter of 200 mm (7-7/8 inches) from passing through it.
- 6.6.3. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* on a *non-residential use property* are not required at loading docks, maintenance pits or at such locations where the presence of the guard would detrimental to the functionality of the business currently operating in the *building*.

6.7. Handrails

- 6.7.1. Every ramp, and stairways with 3 risers or more in a *building* on a *non-residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 inches) or more in width, shall have handrails on both sides. Such handrails shall be constructed to the standards as described in the Ontario Building Code.
- 6.7.2. Notwithstanding Sections 6.7.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

6.8. Lighting

- 6.8.1. Every *building* on a *non-residential use property* shall have sufficient windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises.
- 6.8.2. Notwithstanding Section 6.8.1, interior or exterior lighting on *non-residential use property* shall not be positioned or directed in manner that causes any impairment of use or enjoyment of neighbouring properties or causes a hazard to pedestrian or vehicular traffic on public streets, highways, or pedestrian walkways.

Part 7 – Interior Residential Property Maintenance

In addition to the standards, obligations and requirements of this by-law, Sections 7.1 through 7.16 shall apply to all residential properties in the municipality.

7.1 Security

- 7.1.1 All operable windows shall have hardware so as to be capable of being locked or otherwise secured from the interior of the space.
- 7.1.2 All exterior doors to a dwelling unit shall have hardware so as to be capable of being locked from the outside, and locked or otherwise secured from the interior of the space.
- 7.1.3 Solid core or equivalent exterior type doors shall be provided for all entrances to dwellings and dwelling units.
- 7.1.4 The owner of a dwelling or multiple dwelling, upon the written request of an occupant of the dwelling units in which children under the age of ten years are occupants, shall subject to Section 7.2.5 below, provide and install a protective device on any window that,
- (a) has a moveable sash, and
 - (b) is more than 2.0 metres (6 feet 3 inches) above adjacent finished ground level.
- 7.1.5 The protective device shall be installed within seven (7) days of the delivery of the written request upon the building owner, the owner's agent or the building's manager or superintendent, unless that such person and the occupant giving notice agree that the protective device is not required on every such window that meets the requirements of Section 7.2.4 above.
- 7.1.6 The protective device shall be installed and secured in such a manner as to prevent opening of the window(s) to any amount greater than 100 millimetres (4 inches).

7.2 Water

- 7.2.1 Every dwelling shall be provided with a supply of potable water from at least one of the following sources:
- (a) Municipal Water System;
 - (b) Communal Water System; or
 - (c) Private Source
- 7.2.2 For the purpose of this by-law, hot water shall be supplied at a temperature of not less than 43^o Celsius (100^o Fahrenheit) and not more than 49^o Celsius (120^o Fahrenheit) other than for installed dishwashers or clothes washers

7.3 Kitchen and Washroom Facilities

- 7.3.1 Every dwelling unit shall contain plumbing fixtures in operative condition, consisting

of a minimum of:

- (a) one kitchen sink;
- (b) one water closet;
- (c) one hand wash basin; and
- (d) one bathtub or shower

- 7.3.2 The walls to a minimum height of .9 metres (3 feet) above the bathtub rim in every washroom is to be maintained as to be water-resistant and readily cleaned.
- 7.3.3 All washrooms and toilet rooms shall be located within and accessible from within the building.
- 7.3.4 All washrooms and toilet rooms shall be fully enclosed so as to provide privacy for the occupant.
- 7.3.5 A hand wash basin shall be located in the same room as each toilet or in an adjoining washroom except that no sink in a kitchen shall be considered a hand wash basin for the purpose of this Part.
- 7.3.6 Where toilet, kitchen or washroom facilities are shared by the occupants of residential accommodation, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities. The minimum number of toilets, kitchens or washrooms required shall be in accordance with the Ontario Building Code.
- 7.3.7 Every washroom and every toilet room shall have a permanently installed artificial lighting fixture that shall be maintained in good work order.
- 7.3.8 No toilet or urinal shall be located within a bedroom or kitchen.

7.4 Kitchen Facilities

- 7.4.1 Every dwelling unit shall be provided with a kitchen.
- 7.4.2 The kitchen provided for in Section 7.4.1 shall:
- (a) be equipped with a sink that:
 - i) is provided with a potable cold and hot water supply; and
 - ii) is maintained in a state of good repair;
 - iii) has a back splash which is water & grease resistant
 - (b) be equipped with electricity and necessary utility outlets suitable for the operation of a refrigerator and cooking surface;
 - (c) when equipped with a refrigerator, cooking surface, or kitchen fixtures, such

appliances or fixtures shall be maintained in working order;

- (d) has a clear space above any exposed cooking surface of a cooking apparatus of at least 610 mm (24 inches).

7.5 Electrical Services

7.5.1 Where electrical services are available, every suite and dwelling unit shall be:

- (a) connected to an electrical supply system; and
- (b) wired to receive electricity.

7.5.2 An adequate supply of electrical power shall be available in all occupied parts of every dwelling, suite and building.

7.6 Ventilation

In every dwelling unit, all habitable rooms, washrooms and toilet rooms shall have adequate ventilation, either natural or mechanical to maintain a healthy environment.

7.7 Garages

Garages shall be so maintained as to prevent gas fumes and carbon monoxide from entering the area of the dwelling unit.

7.8 Egress

7.8.1 Every dwelling and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

7.8.2 Each dwelling and every building containing more than one dwelling unit shall have at least two (2) exits. A single exit is permitted from a dwelling unit where the path of egress is through an exterior door located at or near ground level and access to such exit is through a room or means of egress that has unrestricted access to the occupants of the dwelling unit.

7.9 Elevators

A building containing one or more dwelling units and more than three storeys in height and which has an elevator or elevators for the use of tenants shall have at least one elevator maintained and operable except for such reasonable time as may be required for repair or replacement.

7.10 Pest Control

7.10.1 Every dwelling, multiple dwelling and dwelling unit shall be kept free of infestation by pest(s).

- 7.10.2 Openings, including windows, that permit the entry of rodents, insects vermin or other pests shall be appropriately screened or sealed.

7.11 Interior Structure and Floors

- 7.11.1 Every structural component in every building, shall be of sound material and adequate for the load to which they are subjected.
- 7.11.2 Every floor shall be level and free of excessive holes and maintained to be safe, such defective floors shall be repaired or replaced.
- 7.11.3 Where floors have been covered with sheet or vinyl floor coverings, or other flooring that has become worn or torn so that may create an unsafe condition, the sheet or other flooring shall be repaired or replaced.
- 7.11.4 Every wall and ceiling shall be maintained in a condition free from excessive holes, open cracks, loose covering or other substantial defects. Walls surrounding showers and bathtubs shall be impervious to water.
- 7.11.5 Where fire resistant walls, doors and/or floors exist between separate dwelling units, they shall be maintained in a condition, which maintains their fire-resistant quality.

7.12 Plumbing System

- 7.12.1 The plumbing system in every building shall be maintained in good working order and free from leaks and defects.
- 7.12.2 All water pipes and appurtenances thereto shall be protected from freezing.
- 7.12.3 All plumbing fixtures shall be connected to a sewage system shall be protected by a P trap.

7.13 Heating System

- 7.13.1 Except for spaces exempted by the Ontario Building Code, a heating system shall be installed in every building or dwelling that is capable of supplying during normal hours of occupancy sufficient heat to maintain a temperature of not less than 22o Celsius (72o Fahrenheit) at the outside design temperature specified in the Ontario Building Code.
- 7.13.2 For the purposes of Section 17.18, heat shall be provided and maintained so that the room temperature at 1.5 metres (5 feet) above floor level and 1 metre (39 inches) from exterior walls in all habitable rooms and in any area intended for use by occupants including washrooms, and laundry rooms but excluding sun rooms, locker rooms and garages, is capable of maintaining 200 Celsius (680 Fahrenheit).

- 7.13.3 A fuel fired heating appliance shall not be located in corridors, hallways or other means of egress.
- 7.13.4 Except in the event of an emergency, no occupied building shall be equipped with portable heating equipment as the primary source of heat.
- 7.13.5 All fuel burning appliances, equipment and accessories to such appliances and equipment, in a dwelling shall be installed and maintained to the standards provided by the applicable legislation.

7.14 Exemption

- 7.14.1 This by-law does not apply to lands on which construction is actively proceeding in accordance with a permit issued pursuant to the Building Code Act.
- 7.14.2 This by-law does not apply so as to prevent a farm, meeting the definition of "agricultural operation" under the most current version of the Farming and Food Production Protection Act, from performing day to day operations.

7.15 Reporting of Section 7

- 7.15.1 Any persons reporting inadequate property maintenance standards covered by sections 7.1 through 7.14, must be:
 - (a) A resident of the dwelling unit or property the concern applies to; or
 - (b) an agent acting directly on the behalf of a resident of the dwelling unit.

Part 8 – Administration and Penalty

8.1 Property Standards Committee

Council shall pass a by-law to provide for the establishment of a *property standards committee*, composed of such *persons*, not fewer than three, as the *council* considers advisable to hold office for such term and on such conditions as the by-law may establish.

8.2 Duty of Property Standards Committee

The *property standards committee* shall hear appeals.

8.3 Powers of Property Standards Committee

On an appeal, the property standards committee has all the powers and functions of the *officer* who made the order and the *property standards committee* may do any of the following things if, in the *property standards committee's* opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair.

2. Extend the time for complying with the order.

8.4 Filling of Vacancies

The *council* shall forthwith fill any vacancy that occurs in the membership of the *property standards committee*.

8.5 Compensation

The members of the *property standards committee* shall be paid such compensation as the *council* may provide.

8.6 Chair

The members shall elect a chair from among themselves; when the chair is absent through illness or otherwise, the *property standards committee* may appoint another member as acting chair.

8.7 Quorum

Where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum.

8.8 Secretary

The members shall provide for a secretary for the *property standards committee*.

8.9 Duty of Secretary

The secretary shall keep on file the records of all official business of the *property standards committee*, including records of all applications and minutes of all decisions respecting those applications.

8.10 Rules of Procedure and Oaths

The *property standards committee* may, subject to subsection 8.11, adopt its own rules of procedure and any member may administer oaths.

8.11 Where *Property Standards Committee* Required to Give Notice

The *property standards committee* shall give notice or direct that notice be given of the hearing of an appeal to such *person* as the *property standards committee* considers advisable.

8.12 Compliance

- 8.12.1 The *owner* of any *property* that does not conform to the standards as set out in this By-law shall repair and /or maintain said *property* to comply with the standards or

the *property* shall be cleared of all *buildings*, structures, debris or refuse and left in a levelled and graded condition.

- 8.12.2 Where any *person* fails to comply with an order issued, the municipality may cause the required work to be done at the cost of the *person*. The cost of such work may be recovered by action, or by adding the cost to the tax roll and collecting it in the same manner as property taxes.

8.13 Informal Notice

The form for use as an "INFORMAL NOTICE" shall be on Form PS-A-02 as laid out in Appendix 02 to this Schedule. A fifty dollar (**\$50.00**) administrative fee shall accompany the issuance of an "Informal Notice".

8.14 Orders

- 8.14.1 Where an "Informal Notice" has been provided, an "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-03 as laid out in Appendix 03 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".

- 8.14.2 Where no "Informal Notice" has been provided an, "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-04 as laid out in Appendix 04 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".

8.15 Appeal of Order

- 8.15.1 Every person who initiates an appeal of an Order made under section 15.2-(2) of the *Ontario Building Code Act, S.O. 1992, c23*, shall submit a "Notice of Appeal" in the time frame and in the manner as prescribed in section 15.3-(1) of the *Act*. All "Notice of Appeals" shall be accompanied by a non-refundable payment of fifty dollars (**\$50.00**).

- 8.15.2 A "Notice of Appeal to the Property Standards Committee" issued pursuant to Section 15.3-(1) of the *Building Code Act* shall be on Form PS-A-05 as laid out in Appendix 05 to this Schedule.

8.16 Certificate of Compliance

- 8.16.1 Where an *Officer* has inspected a *property* and is of the opinion that the *property* is in compliance with the standards established in this By-law, he may issue a Certificate of Compliance form PS-A-06 to the *owner*.

- 8.16.2 An *Officer* shall issue a Certificate of Compliance to the *owner* of a property who has

requested one, where the *Officer* has inspected the *property* and is of the opinion that the *property* is in compliance with the standards established in this By-law, and the *owner* has paid the fee set by *Council* pursuant to Section 15.5-(3) of the *Building Code Act*.

- 8.16.3 The fee for issuance of a Certificate of Compliance with the standards established in this By-law shall be One Hundred and Fifty Dollars **(\$150.00)**.

8.17 Fees for Service / Activity

Fees associated with this by-law shall be as set out in Appendix 01 to this Schedule.

8.18 Penalty

An *owner* who fails to comply with an order that is final and binding under this By-law is guilty of an offence under section 36(1) of the *Building Code Act*, S.O. 1992, c.23, and is liable to a penalty or penalties as set out in section 36 of that Act.

8.19 Validity

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

Appendix 01
Service / Activity Fees

Service or Activity	Fee
Appeal of Order The fee for a notice of appeal shall be:	Fifty Dollars (\$50.00)
Informal Notice Upon receipt of an Informal Notice, the <i>owner</i> who has been served with the Informal Notice, shall pay and administration fee of:	Fifty Dollars (\$50.00)
Order to Remedy Violations Upon receipt of an Order, the <i>owner</i> who has been served with the Order, shall pay and administration fee of:	One Hundred Dollars (\$100.00)
Inspections where <i>owner</i> fails to comply with an Order <i>Owners</i> , who fail to comply with a confirmed Order, shall pay an inspection fee of: for each additional inspection conducted to determine if contraventions observed on an initial inspection have been corrected:	Fifty Dollars per Inspection (\$50.00/inspection)
Certificate of Compliance The fee for issuance of a Certificate of Compliance with the standards established in this By-law by an <i>Officer</i> shall be:	One Hundred and Fifty Dollars (\$150.00).



Informal Notice
Form PS-A-02

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____ . _____

Corporation of the City of Temiskaming Shores

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Be advised that on **(insert date of inspection)** an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. 2018-000.

Schedule "A", attached hereto, sets out the work required to remedy such violation and to bring the property into compliance with the By-law. As per Section **7.3 of Schedule "A"** a fifty dollar **(\$50.00)** administrative fee shall accompany the issuance of an Informal Notice.

Be advised that **By-law No. 0000-000** gives the municipality the authority to issue an **Order to Remedy Violation** pursuant to Section 15.2-(2), Ontario Building Code Act, S.O. 1992, c.23. As per Section **7.4.1 of Schedule "A"** a one hundred dollar **(\$100.00)** administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

It is desired that you will comply with this Informal Notice so that the aforementioned procedural step will not be necessary.

A follow-up inspection of this property will take place on or about **(insert date)** to ascertain compliance.

Should you require further information pertaining to this matter please do not hesitate to contact the undersigned during normal business hours.

Property Standards Officer



Order to Remedy Violation
Form PS-A-03

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____

Corporation of the City of Temiskaming Shores

Order to Remedy Violation of Property Standards
Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Whereas on (*insert date*) you were served with an **Informal Notice** that required you to remedy certain violations of property standards at your property, described above.

And whereas you have failed to remedy the noted violation(s) as set out in **Schedule "A"**, attached hereto and which forms part of this **Order**. As per Section **7.4.1 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

Therefore, it is hereby charged that the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. 2018-000 on or before (*insert date*).

Take Notice that if such violations are not remedied within the time specified in this **Order**, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

Final date for Appeal: _____

Property Standards Officer



Order to Remedy Violation
Form PS-A-04

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____ . _____

Corporation of the City of Temiskaming Shores

Order to Remedy Violation of Property Standards
Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Be advised that on (Date of Inspection) an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. _____.

The violation(s) are set out in **Schedule "A"**, attached hereto, and forms part of this **Order**. As per Section **7.4.2 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

It is hereby charged that the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. _____ on or before (*Date*)

Take Notice that if such violation(s) are not remedied within the time specified in this order, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).

Final date for Appeal: _____

Property Standards Officer



Notice of Appeal
Form PS-A-05

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____ . _____

Corporation of the City of Temiskaming Shores

Notice of Appeal to Property Standards Committee

Pursuant to Section 15.3-(1) of the Ontario Building Code Act

Date: _____

To the Secretary
Property Standards Committee
Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, ON
P0J 1K0

RE: Order to Remedy Violation of Property Standards at:

Description and Location of Property in Violation: _____

Take Notice of the appeal of the undersigned to the Property Standards Committee because of dissatisfaction with the above referenced order to remedy violation of property standards served upon the undersigned.

Name (Owner or Agent): _____

Address: _____

Telephone Number: _____

Appeal to Property Standards Committee

An owner or occupant who has been served with an order made under *The Building Code Act*, S.O. 1992, Chapter 23, Section 15.2(2) and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

Signature of Owner or Authorized Agent

Community Growth and Planning

Building Department
325 Farr Drive / P.O. Box 2050
Haileybury, Ontario
P0J 1K0



Certificate of Compliance

(insert Civic Address)

Roll No. 54-18-_____-_____-_____._____

On _____ an inspection was conducted at the above noted property. At the time of the inspection, the property was in compliance with the standards established in The City of Temiskaming Shores Property Standards By-Law No. 2018-000.

Dated this _____ day of _____, 20____.

Property Standard Officer - Name

The Corporation of the City of Temiskaming Shores

Property Standards Committee

**Rules of Procedure To Govern the Proceeding of the City of
Temiskaming Shores *Property Standards Committee***

Background

The City has had a Property Standards By-law since 2007. The By-law has continued to evolve and requires every property owner to maintain their property and buildings in good condition.

To enforce the By-law, City Council has approved the hiring of staff to investigate complaints and to require substandard properties to be brought into compliance.

In accordance with the Building Code Act a Property Standards Officer who finds a contravention of the By-law can issue an order to the owner of the property and such other persons affected by it.

An owner or occupant who has been served with an order and who is not satisfied with the terms or conditions of the order may appeal to the Property Standards Committee by sending a NOTICE OF APPEAL by registered mail to the secretary of the Committee within 14 days after being served the order.

An order that is not appealed within the time referred to above shall be deemed to be confirmed. This document is intended to establish rules of procedure for the Property Standards Committee to carry out its duties.

1. Definitions

In these rules, unless the context requires otherwise:

- 1.1. **Appellant** means a person appealing an order thereof pursuant to the By-law;
- 1.2. **By-law** means the Property Standards By-law of the City, as amended;
- 1.3. **Chair** means the elected Chair of the Committee;
- 1.4. **City** means the City of Temiskaming Shores;
- 1.5. **Committee** means the City's Property Standards Committee;
- 1.6. **Hearing** means a hearing in any proceeding of the Committee;
- 1.7. **Proceeding** means an oral hearing at which the parties or their counsel or agents attend in person before the Committee;
- 1.8. **Quorum** means where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum; and
- 1.9. **Secretary** means the Secretary for the Committee.

2. Interpretation

- 2.1 These rules shall receive such fair and liberal interpretation as will best ensure the most expeditious, just and least expensive determination of every *proceeding* on its merits.
- 2.2 Where matters are not provided for in these rules, the practice shall be determined by the *Committee* hearing the *proceeding*.

3. Application

- 3.1 These rules apply to all *proceedings* of the *Committee* in the exercise of its statutory power of decision, as in the Statutory Powers Procedure Act, R.S.O. 1990, c.S22, as amended.
- 3.2 These rules do not apply if a statute or the *By-law* provides for a different procedure to govern proceedings of the *Committee* in the exercise of its statutory powers of decision.

4. Failure to Comply

- 4.1 Where a party to a *proceeding* has not complied in full with any rule, the *Committee* may:
- (a) adjourn the proceeding until it is satisfied that such rule or order has been complied with; or
 - (b) take such other steps as it considers just and reasonable.
- 4.2 No proceeding is invalid by reason only of a defect or other irregularity in form.

5. Appeal Period

- 5.1 Orders issued by a *Property Standards Officer* pursuant to subsection 15.2(2) and (3) of the Building Code Act may be served on the owner personally or by registered mail. Where service is by registered mail, the service shall be deemed to have been made of the fifth day after the day of mailing unless it can be proven to be later.
- 5.2 The appellant of the order has 14 days after being served the order to send a notice of appeal by registered mail to the *Secretary*.

6. Request for Hearing

- 6.1 Where an *appellant* submits a notice of appeal and requests a *hearing* before the *Committee*, the request for a *hearing* shall be by registered mail on the prescribed **Form PS-A-05, Appendix 05 of Schedule “A” of By-law 2012-084**.
- 6.2 When a notice of appeal is received by the *Secretary*, he/she shall confirm that the notice was sent within the allowed appeal period. Late notices are invalid and are disqualified.
- 6.3 The *Secretary* shall set the time and place of a *hearing*.
- 6.4 Once a date has been set for a *hearing*, it may not be adjourned except by notification of the *Secretary*. The reason for adjournment must be reasonable and justified.

6.5 Notice of the *hearing* shall be sent by the *Secretary* in writing to all parties affected by the order at least 14 days in advance of the *hearing*.

7. Failure to Attend

Where a person is properly notified of a *hearing* and does not attend at the time and place appointed, the *Committee* may proceed in that person’s absence and without further notice to that person.

8. Filing

8.1 Filing of any document, excluding the request for the appeal (see Procedure No. 6), may be effected by personal delivery or registered mail, to the *Secretary*.

8.2 Where a document is filed, the date of the receipt stamp on the document shall be deemed to be the date of the filing, unless the *Committee* orders otherwise.

8.3 Where the *Committee* or the *City* has no record of the receipt of a document alleged to have been filed, the document shall be deemed not to have been filed, unless the *Committee* orders otherwise.

9. Selecting a Chair and Secretary

9.1 At the first meeting of the *Committee*’s term, the members shall select a *Chair* from among themselves. When the *Chair* is absent through illness or otherwise, the *Committee* may appoint another member as Acting *Chair*.

9.2 The *City* shall provide a *Secretary* for the *Committee*.

9.3 The *Secretary* shall keep on file records of all official business of the *Committee*, including records of all applications and minutes of all decisions respecting these applications.

10. Exhibits

All parties to a *hearing*, particularly solicitors and agents, shall be required to bring to the *hearing* a sufficient number of copies for *Committee* members and opposing counsel of clear photos and/or other documents to be entered as evidence or exhibits.

11. Conduct of Proceedings

11.1 Proceeding may be conducted in person only.

11.2 An *in-person proceeding* shall be conducted in the following order of presentation, unless the *Chair* directs otherwise:

- (a) The *Chair* shall call the meeting to order after confirming a *quorum* of the *Committee* is present;
- (b) The *Chair* shall explain to those in attendance at the *hearing* the format of the *proceedings* and the specific purpose of the *hearing*. The *Chair* should advise those present that the *Committee* will only be considering the compliance and non-compliance of a property or building with respect to the standards of the *By-law*, and the time granted for compliance. All evidence should therefore be restricted to these matters. The *hearing*

is not for determining the resolution of any landlord and tenant disputes;

- (c) The *Chair* shall solicit from those *Committee* members in attendance at the *hearing* any conflicts of pecuniary interest or other interest in any matter on the agenda for consideration;
- (d) The Property Standards Officer shall make an opening address and provide evidence;
- (e) The *appellant* shall make an opening address and provide evidence;
- (f) Where there are two or more *appellants*, the order of presentation shall be as directed by the *Chair*; and
- (g) The *Committee* may at any time during a *proceeding*, ask questions of any party providing evidence.

12. Committee Decisions

12.1 Upon receiving all of the evidence, the *Committee* shall make a decision, and make their decision known to the affected parties.

12.2 The *Committee* may decide;

- (a) to uphold the order in whole or in part, with no additional time granted for compliance;
- (b) to uphold the order in whole or in part with additional time granted for all or some of the deficiencies to be complied with;
- (c) to remove any items from the order that have already been complied with, or have been determined to be invalid;
- (d) to modify any item within the order in any manner seen fit by the *Committee*; or
- (e) to rescind the order, in whole or in part

12.3 The *Chair* upon rendering the *Committee's* decision should inform the *appellant* of their rights to appeal a decision of the *Committee* to a Judge of the Superior Court of Justice pursuant to the Building Code Act.

12.4 The *Secretary* shall prepare a written record of the *hearing* including minutes of the *hearing* and the decision (with conditions, if applicable).

12.5 The *Secretary* should arrange for the required signature(s) on the decision, prior to mailing it to the *appellant* and providing a copy to the Property Standards Officer. The *Chair* shall sign the decision on behalf of all *Committee* members present at the *hearing*.

12.6 The *Secretary* shall send the decision to the *appellant* by registered mail.

13. Right to Appeal a Committee Decision

The *City* or any owner or occupant or person affected by a decision under subsection 15.3(3.1) of the Building Code Act, may appeal to the Superior Court of Justice by notifying the *City* Clerk of the *City*

of Temiskaming Shores in writing and by applying to the court, within 14 days after a copy of the decision is sent.

14. Order Confirmation

An order that is deemed to be confirmed pursuant to subsection 15.3(2), of the Building Code Act or that is confirmed or modified by the *Committee* under subsection 15.3(3), of the Building Code Act or a Judge under subsection 15.3(6), of the Building Code Act as the case may be, shall be final and binding upon the owner and occupant who shall carry out the repair or demolition within the time and manner specified in the order.

Subject: Purchase of SCBA
 from M&L Supply Fire & Safety

Report No.: PPP-003-2018
Agenda Date: May 1, 2018

Attachments

- Appendix 01:** Budget Details
- Appendix 02:** Revised Quotation

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-003-2018;
2. That Council directs staff to prepare the necessary by-law and agreement with M&L Supply for the supply and delivery of Self Contained Breathing Apparatus (SCBA) for the Temiskaming Shores Fire Department at an upset amount of \$260,967.50 plus applicable taxes for consideration at the May 1, 2018 Regular Council meeting.

Background

On February 6, 2018, as part of the 2018 budget process, Council approved the release of a Request for Proposal for the purchase of a new SCBA for the Temiskaming Shores Fire Department. Subsequently on February 7, 2018 the Request for Proposal PPP-RFP-002-2018 was issued for bids from four pre-selected suppliers and also through the City's Website.

Analysis

As part of the City's 2018 Capital Budget discussions, and with considerable interaction from members of the Fire Department's Truck Committee, a Request for Proposal (PPP-RFP-002-2018) was issued for the purchase of forty-five (45) SCBA for the Temiskaming Shores Fire Department.

On February 22, 2018 the Clerk held the submission opening for the SCBA Replacement and the City received five proposals from four suppliers as follows:

MSA Fire Safety Co.:	\$481,776.63	SPI – Proposal A:	\$331,825.13
M&L Supply:	\$428,716.35	Levitt Safety #2:	\$321,332.12
SPI – Proposal B	\$405,286.43		

All proposals were then evaluated and the results of the evaluation were presented at a meeting of the fire department's Truck Committee on March 12, 2018 for review and

selection of a supplier. After reviewing the evaluation results the Truck Committee recommended that M&L Supply be selected as the successful bidder subject to successful negotiations. The committee also recommended that the supplier be invited to attend and provide a product demonstration of the SCBA to be purchased.

On April 16, 2018 the fire department's Truck Committee met with representatives of M& L Supply and provided the committee with an presentation and overview of the Scott SCBA. The committee was also advised that although all SCBA proposals had come in over our initial budget, through negotiation and utilization of our current SCBA cylinder inventory, and purchase of additional used cylinders, we were able to achieve our budget targets for the project (see Appendix #3).

Based on the above, it was the unanimous consensus of the Truck Committee to move forward with the purchase of the SCBA from M&L Supply subject to the City Manager's financing approval and Council authorization.

Comments from the City Manager and the Treasurer have been received and incorporated into this report.

Financial / Staffing Implications

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

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

In the 2018 Budget, the SCBA replacement plan was built in utilizing a 5 year payback of \$56,500 per year (including applicable taxes and financing) which equated to a total project cost of \$282,500.

The original estimate was over budget by \$31,576 (see Appendix 1). Through negotiations with the supplier, including the reduction of 5 Breathing Apparatus Units (Appendix 2), staff was able to bring the project down to \$278,518 including applicable taxes and financing at 2.7%.

Submission

Prepared by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

"Original signed by"

 Timothy H. Uttley
 Fire Chief

 Christopher W. Oslund
 City Manager

SCBA REPLACEMENT PROJECT - OVERALL BUDGET - \$282,500

<u>Original</u>	<u>Quantity</u>	<u>Price</u>	<u>Sub-total</u>	<u>Tax</u>	<u>Total</u>
Breathing Apparatus Units	45	\$5,500	\$247,500	\$4,356	\$251,856
Used Cylinders			\$24,068	\$424	\$24,491
Face Masks	45	\$338	\$15,210	\$268	\$15,478
Financing Costs (60 Months)		3%			\$22,251

ORIGINAL TOTAL

\$314,076

(Over Budget by \$31,576)

Revised

Breathing Apparatus Units	40	\$5,500	\$220,000	\$3,872	\$223,872
Used Cylinders			\$24,068	\$424	\$24,491
Face Masks	50	\$338	\$16,900	\$297	\$17,197
Total Project Cost					\$265,561
2018 Annual Testing Savings					\$5,485
Amount to be Financed					\$260,076
Financing Costs (60 Months)		2.70%			\$18,442

REVISED TOTAL

\$278,518

2018 Budget \$56,500

2018 Forecast \$14,735

FINANCING - MONTHLY

	Principal	Interest	Balance		Annual Finacing
\$260,076					
1	\$13,004	\$1,731	\$247,072	2018	\$14,735
2	\$13,004	\$1,700	\$234,068	2019	
3	\$13,004	\$1,541	\$221,065	2019	
4	\$13,004	\$1,504	\$208,061	2019	
5	\$13,004	\$1,401	\$195,057	2019	\$58,161
6	\$13,004	\$1,342	\$182,053	2020	
7	\$13,004	\$1,212	\$169,049	2020	
8	\$13,004	\$1,150	\$156,046	2020	
9	\$13,004	\$1,050	\$143,042	2020	\$56,770
10	\$13,004	\$1,005	\$130,038	2021	
11	\$13,004	\$837	\$117,034	2021	
12	\$13,004	\$796	\$104,030	2021	
13	\$13,004	\$700	\$91,027	2021	\$55,354
14	\$13,004	\$640	\$78,023	2022	
15	\$13,004	\$502	\$65,019	2022	
16	\$13,004	\$452	\$52,015	2022	
17	\$13,004	\$350	\$39,011	2022	\$53,959
18	\$13,004	\$265	\$26,008	2023	
19	\$13,004	\$173	\$13,004	2023	
20	\$13,004	\$89	\$0	2023	\$39,539
	\$260,076	\$18,442			



QUOTATION
Temiskaming Shores
REVISION TO RFP-002-2018

3635112 CANADA INC.
O/A M&L SUPPLY, FIRE & SAFETY
14935 CTY RD #2
INGLESIDE, ON K0C 1M0
866-445-3473

PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
SC-X3212021000302	2.2 AP75, SH PTKR -	40	\$5,500.00	\$220,000.00
USED CF	USED CARBON FIBRE CYLINDERS (QTY 36 VARIOUS AGES - LIST ATTACHED)	1	\$24,067.50	\$24,067.50
SC-201215-22	Assy,AV3 HT W/4PT KEV, RED,M	50	\$338.00	\$16,900.00
SC-805534-01	FLEECE FP BAG	70	\$0.00	\$0.00
SC-210215-22	Assy,AV3 HT W/4PT KEV, RED,M**	20	\$0.00	\$0.00
FIT TEST	INITIAL FIT TESTING	70	\$0.00	\$0.00
			SUBTOTAL	\$260,967.50
			HST	\$ 33,925.78
			TOTAL	<u>\$294,893.28</u>

NOTES/CHANGES
REMOVED DUAL EBSS
REMOVED FLOW TESTING
REMOVED NEW CYLINDERS ADDED QUOTE FOR USED CF CYLINDERS
TEMISKAMING HAS 93 USABLE CYLINDERS IN THEIR CURRENT INVENTORY

The Corporation of the City of Temiskaming Shores

By-law No. 2018-075

Being a by-law to adopt the 2018 Municipal Budget for the City of Temiskaming Shores

Whereas Section 290(1) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that a local municipality shall in each year prepare and adopt a budget including estimates of all sums required during the year for the purposes of the municipality;

And whereas Section 290(2) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that the budget shall,

- a) in such detail and form as the Minister may require, set out the estimated revenues, including the amount the municipality intends to raise on all the rateable property in the municipality by its general local municipality levy; and
- b) provide that the estimated revenues are equal to the estimated expenditures;

And whereas Section 290(4) of the *Municipal Act, 2001* (SO. 2001, c.25) provides that in preparing the budget, the local municipality,

- a) shall provide for any operating deficit of any previous year and for the cost of the collection of taxes and any abatement or discount of taxes;
- b) may provide for taxes and other revenues that it is estimated will not be collected during the year; and
- c) may provide for such reserves as the municipality considers necessary;

And whereas Public Notice was provided at the April 17, 2018 Regular Council meeting being at least seven (7) days prior to the passing of the by-law in accordance with By-law No. 2004-022, as amended informing the public of its intention to adopt the 2018 Municipal Budget;

And whereas it is deemed necessary and expedient to adopt the capital and general operating budget for the City of Temiskaming Shores for the year 2018.

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

1. That the 2018 general levy, which the municipality intends to raise on all rateable property in the municipality, be hereby established at \$13,091,244.
2. That the 2018 Operating and Capital Budgets, attached hereto as Schedule "A", Schedule "B", Schedule "C" and Schedule "D" and forming part of this by-law, be hereby adopted, approved and authorized.

Read a first, second and third time and finally passed this 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law 2018-075

General Operations

	2018 Budget
Revenues	
Grants	4,536,740
Taxation	13,335,648
Other Revenues	4,876,014
Education	3,097,346
Enterprise Temiskaming	34,048
Business Improvement Area	45,000
Total Revenues	25,924,796
Expenditures	
Municipal Operations	16,346,538
Health & Social Services	2,716,240
Policing	2,246,933
Libraries	489,582
Education	3,097,346
Enterprise Temiskaming	34,048
Business Improvement Area	45,000
Total Expenditures	24,975,687
Transfer to Capital	949,109

Schedule "B" to By-law 2018-075

Environmental Operations

	<u>2018 Budget</u>
Revenues	
User Fees	<u>4,368,145</u>
Total Revenues	<u>4,368,145</u>
Expenditures	<u>4,229,435</u>
Transfer to Capital	<u><u>138,710</u></u>

Schedule "C" to By-law 2018-075

2018 Capital Budget

	<u>Capital 2018 Budget</u>
General Capital	
Grants	895,797
Revenues	7,500
Debt	1,976,580
Transfer from Reserves	313,175
Expenditures	<u>4,142,161</u>
Transfer from Operations	<u><u>(949,109)</u></u>
	<u>Capital 2018 Budget</u>
Environmental Capital	
Grants	270,146
Debt	987,024
Transfer from Reserves	625,120
Expenditures	<u>2,021,000</u>
Transfer from Operations	<u><u>(138,710)</u></u>

Schedule "D" to By-law 2018-075

Reconciliation of Tax Levy Budget to PSAB Surplus

			<u>2018 Budget</u>
	Net General Operations		949,109
	Net Environmental Operations		138,710
	Net General Capital		(949,109)
	Net Environmental Capital		(138,710)
	Tax Levy Budget		0
Add Back:	Capital Expenditures	6,163,161	
	LTD Principal Repayments	842,902	7,006,063
Less:	Transfer from Reserves	938,295	
	LTD Proceeds	2,963,604	
	Amortization	3,487,702	7,389,601
	PSAB Deficit		<u><u>-383,538</u></u>

The Corporation of the City of Temiskaming Shores
By-law No. 2018-076
Being a by-law to establish Tax Ratios for 2018

Whereas The Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

And whereas the tax ratios determine the relative amount of taxation to be borne by each property class;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts a follows:

The tax ratios for the municipality for 2018 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.424519
New Multi-Residential	1.000000
Commercial	2.019630
Commercial Exc. Land	1.413741
Commercial Vac. Land	1.413741
Industrial	2.387191
Industrial Exc. Land	1.551674
Industrial Vac. Land	1.551674
Landfill	3.277725
Pipeline	0.087117
Farmlands	0.250000
Managed Forests	0.250000

Read a first, second and third time and finally passed this 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-077

**Being a by-law to provide for the adoption of 2018 Tax Rates
for Municipal and School purposes and to further provide
penalty and interest for payment in default**

Whereas as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2018 Municipal Budget with By-Law No. 2018-075 on May 1, 2018 which included estimates of all sums required during the year for the purposes of the municipality;

And whereas as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

And whereas as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

And whereas as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

And whereas as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

And whereas Council has set tax ratios under the authority of By-law No. 2018-076 as adopted on May 1, 2018.

And whereas the 2018 levy for municipal purposes is \$13,091,244.

And whereas certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province.

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts as follows:

1. That the tax rates for 2018 for municipal and education purposes be hereby set as per Schedule "A" hereto attached and forming part of this by-law;
2. That all charges shall be added to the tax roll and shall become due and payable in

two (2) instalments as follows:

50% of the final levy for all classes shall become due and payable on the 16th day of July, 2018;

50% of the final levy for all classes shall become due and payable on the 17th day of September, 2018;

3. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31st, 2018; and
4. That all taxes unpaid as of December 31, 2018 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

Read a first, second and third time and finally passed this 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A" to By-law 2018-077

General Tax Rates			
	Municipal	Education	Total
Residential	0.0118302	0.0017000	0.0135302
Multi - Residential	0.0283800	0.0017000	0.0300800
Commercial Occupied	0.0237666	0.0109000	0.0346666
Commercial Excess/Vacant Land	0.0166367	0.0076300	0.0242667
Industrial Occupied	0.0282410	0.0109000	0.0391410
Industrial Excess/Vacant Land	0.0183567	0.0070850	0.0254417
Landfill	0.0387762	0.0109000	0.0496762
Pipelines	0.0103061	0.0084199	0.0187260
Farmland	0.0029576	0.0004250	0.0187260
Managed Forest	0.0029576	0.0004250	0.0187260
New Liskeard Business Improvement Area			0.0018511

**The Corporation of the City of Temiskaming Shores
By-law No. 2018-078**

Being a by-law to amend By-law No. 2016-165 being a by-law to enter into an Agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) – construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems

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. 2013-140 being a by-law to authorize the entering into an agreement with Stock Transportation Ltd. for the lease of four Accessible Transit Buses;

And whereas Council considered Administrative Report No. PW-046-2016 at the October 18, 2016 Regular Council meeting and adopted By-law No. 2016-165 being an agreement with Pedersen Construction (2013) Inc. for Infrastructure Upgrades (Phase I) construction of the pumping station on Gray Road and upgrades to associated infrastructure to increase efficiency of the wastewater collection and treatment systems;

And whereas Council considered Administrative Report PW-025-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2016-165 to increase the contingency allowance by \$140,000 for consideration at the May 1, 2018 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2016-165 by increasing the contingency allowance by \$140,000 from \$349,406.50 to \$489,406.50.
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, semantical 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 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-079

Being a by-law to authorize the execution of a funding agreement between Her Majesty the Queen in Right of Ontario as represented by the Ministry of Senior Affairs under the Seniors Community Grant Program

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. CS-008-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Ontario Transfer Agreement with the Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs under the Seniors Community Grant Program in the amount of \$8,800 for consideration at the May 1, 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 Clerk and Treasurer are hereby authorized to enter into a funding agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister Responsible for Seniors Affairs under the Seniors Community Grant Program in the amount of \$8,800; a copy 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 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-079

Agreement between

The Corporation of the City of Temiskaming Shores

and

The Ministry of Senior Affairs

Funding provided under the Seniors Community Grant Program

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 30 day of April, 2018

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister Responsible for Seniors Affairs**

(the “Province”)

- and -

Corporation of the City of Temiskaming Shores

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions

Schedule “B” - Project Specific Information and Additional Provisions

Schedule “C” - Project

Schedule “D” - Budget

Schedule “E” - Payment Plan

Schedule “F” - Reports, and

any amending agreement entered into as provided for in section 4.1, constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and

- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

- 3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

4.0 AMENDING THE AGREEMENT

- 4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

- 5.1 The Recipient acknowledges that:
 - (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
 - (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
 - (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
 - (d) the Province is not responsible for carrying out the Project; and
 - (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister
Responsible for Seniors Affairs**

Date

Name: Kathleen Henschel
Title: Director

Corporation of the City of Temiskaming Shores

Date

Name: Dave Treen
Title: City Clerk

I have authority to bind the Recipient.

Date

Name: Laura McLeod
Title: Treasurer

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

“Funds” means the money the Province provides to the Recipient pursuant to the Agreement.

“Indemnified Parties” means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

“Notice” means any communication given or required to be given pursuant to the Agreement.

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“Reports” means the reports described in Schedule “F”.

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

A2.1 General. The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

A2.2 **Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

A2.3 **Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

A2.4 **Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

A3.0 TERM OF THE AGREEMENT

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the payment plan

attached to the Agreement as Schedule “E”; and

- (c) deposit the Funds into an account designated by the Recipient provided that the account:
 - (i) resides at a Canadian financial institution; and
 - (ii) is in the name of the Recipient.

A4.2 Limitation on Payment of Funds. Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

A4.3 Use of Funds and Carry Out the Project. The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

A4.4 Interest Bearing Account. If the Province provides Funds before the Recipient’s immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial

institution.

A4.5 **Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the payment of an amount equal to the interest.

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

A5.0 **RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

A5.2 **Disposal.** The Recipient will not, without the Province'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 exceeded \$1,000.00.

A6.0 **CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.3 Disclosure to Province. The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

A7.2 Record Maintenance. The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and

- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

A7.4 **Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

A7.5 **No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

A7.6 **Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

A8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

A8.2 **Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary

and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than \$2,000,000.00 per occurrence. The insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

A10.2 Proof of Insurance. The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and

- (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
 - (i) carry out the Project;
 - (ii) use or spend Funds; or
 - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the

eligibility requirements of the program under which the Province provides the Funds;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

A13.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 **Opportunity to Remedy.** If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

A13.4 **Recipient not Remediating.** If the Province provided the Recipient with an

opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A15.0 FUNDS UPON EXPIRY

A15.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 Payment of Overpayment. If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

A16.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds; or

- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately, unless the Province directs otherwise.

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, personal delivery, or fax.

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will

comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article

A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$8,800.00
Expiry Date	March 31, 2019
Contact information for the purposes of Notice to the Province	<p>Position: Megan Gariepy, Implementation Consultant</p> <p>Address: 777 Bay St. Suite 601C Toronto ON M7A 2J4</p> <p>Fax: 416-326-7078</p> <p>Email: seniorscommunitygrant@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Danielle Covello, Age friendly/Get Active Coordinator</p> <p>Address: 325 Farr Dr., Haileybury ON P0J 1K0</p> <p>Fax: NA</p> <p>Email: dcovello@temiskamingshores.ca</p>
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>Position: Danielle Covello, Age friendly/Get Active Coordinator</p> <p>Address: 325 Farr Dr., Haileybury ON P0J 1K0</p> <p>Fax: NA</p> <p>Email: dcovello@temiskamingshores.ca</p>

Additional Provisions:

1. The following provision is a part of Article 8.0.

A8.3 **Province’s Right to Share.** The Province may use, modify, reproduce, and distribute any information or material published by the Recipient using funding provided by the Province.

2. **Travel, meals, and hospitality expenses.** The Recipient agrees that travel, meals, and hospitality expenses shall:
 - a. be economical, reasonable and necessary for individuals to carry out or engage in approved Project activities;

- b. may not include any expenses for alcohol; and
- c. for travel and meal expenses, be paid in accordance with rates found in Ontario's Travel, Meals and Hospitality Expenses Directive.

SCHEDULE “C” PROJECT

Background

In response to a growing seniors demographic, the City of Temiskaming Shores began developing an Age Friendly Community (AFC) Plan and aiding in the creation of an AFC committee in 2015. The municipal council representing the City of Temiskaming Shores approved the AFC Plan with by-law 2016-151 in September 2016.

Project Objective

The project, which align with local age-friendly planning initiatives, will benefit approximately 250 local seniors, outside of the city centre, by providing them with transportation so they can better access social and community events. Accessible transportation is a method to combat social isolation, specifically in rural, sparsely populated communities.

Another goal indicated within the AFC Plan is to improve awareness of the local 1-800 number for Transportation services for older adults as managed by Timiskaming Home Support. Trained Age Friendly volunteers would be able to provide basic information and promotional material for the 1-800 number.

Project Description

The project will provide accessible transportation to existing community events for older adults in Temiskaming Shores and surrounding area and address a barrier to participation. ‘Travel training’ workshops as well as intergenerational, Indigenous and Francophone events will be included in conjunction with transportation provided.

Included in the initiative to provide barrier free transportation to older adults, is the plan to host six (6) ‘Travel Training’ opportunities to encourage older adults to enhance the comfortability of potential riders. There is public transit spanning from Cobalt throughout Temiskaming Shores and the AFC Plan indicates that there is a need to increase awareness of existing transportation services. In addition, transit vehicles would be showcased at events/festivals along with older adult volunteers who would be available to provide information and offer guidance.

The municipal council of the City of Temiskaming Shores has allocated funds into Age Friendly initiatives. The 20% cash contribution by the organization (equalling \$2200) will be from this allocation.

Output and Performance Measures

Outputs:

250 individuals participating in project or project program(s)
6 workshops offered
5 volunteers involved and engaged in the project
15 new partnerships developed with other organizations

Outcomes:

80% of participants agree that the project helped them to network and participate more actively in their community and contributed to their wellbeing

100% of participants agree that volunteering allowed them to engage more with the community

80% of participants agree that the project helped them to develop and share sustainable seniors plans and programs over the long term

80% of participants who agree that the project focussed on their safety and well being

Project Timelines

April 30, 2018 to March 31, 2019

SCHEDULE "D" BUDGET

Budget	Anticipated Costs \$
Event transportation	\$6,000.00
Advertising & Promotional Materials	\$3,000.00
Entrance fees to events	\$2,000.00
Add item (+)	Total Project Costs
	\$11,000.00

Less Contributions (Stream 2 and Stream 3 only):

Note: The total amount requested should represent no more than 80% of total project cost. You are required to have 20% of project costs provided through cash and/or in-kind contributions.

Cash Contribution	\$2,200.00
In-kind Contributions	
Other Contributions (specify below) ▼	

Add Contribution (+)

Funding Requested (Total Project Costs – Contributions, if applicable)	\$8,800.00
---	-------------------

SCHEDULE "E"
PAYMENT PLAN

PAYMENT MILESTONE	AMOUNT
Initial Project Payment	\$7,040.00
Payment upon Ministry approval of a satisfactory Project Final Report	Up to \$1,760.00
MAXIMUM FUNDS PAYABLE	\$8,800.00

**SCHEDULE "F"
REPORTS**

**SENIORS COMMUNITY GRANT PROGRAM
2017-19 FINAL REPORT**

Purpose:

The Ministry of Seniors Affairs has provided you with funding through the Seniors Community Grant Program ("Program"), and wants to know how your organization has carried out the Project to ensure that provincial funding is spent in a responsible manner consistent with the purposes of the Program.

Please refer back to Schedule "C" of this Agreement to ensure that you provide status information on all of the components of what you set out to do.

Your completed Final Report must be returned within 30 days of the completion of the Project.

The report can be emailed or sent by mail. Please submit your Final Report to:

**Ministry of Seniors Affairs
777 Bay St. Suite 601C
Toronto ON
M7A 2J4**

**Email: seniorscommunitygrant@ontario.ca
Phone: 1-866-724-2017 Fax: 1-416-326-7078**

If you have any questions, please contact the Ministry at the email address or phone number above.

CONTACT INFORMATION

Organization Name:

Project Name:

Contact Person Name:	Phone number:	Email:
1.		
2.		

PROJECT INFORMATION

If completing by hand, you may write on another page and attach to this template. Information provided in this section should not exceed 3 pages.

1. Please describe briefly how the Project was carried out. If the Project consisted of multiple activities, please outline and summarize all.
2. When did the Project take place? (Include both start and completion date and dates on which all activities occurred.)
3. Was the Project carried out as anticipated?

If not, why not?

4. How many seniors were directly involved in carrying out the Project and its activities? This includes Project organizers and volunteers.
5. How many seniors participated in the Project and its activities (i.e. took part in or experienced the activities)?

6. Please complete the output and outcome measurement chart with actual numbers (following up on the target estimates as provided with your application).

Output Measure Examples	Numeric Target
1. Participants: Total number of individuals participating in Project activities	
2. Workshops: Total number of workshops offered in areas such as leadership or governance	
3. Volunteers: Total number of volunteers involved and engaged in the Project	
4. Partnerships: Number of new partnerships developed with other groups or organizations and directly involved in the Project	
5. Social media and web related metrics, such as number of web page views or increase in number of new Facebook or Twitter followers for the organization to improve community engagement	
6. Additional Project output measures relevant to the Project and the program objectives may be added or substituted for the examples provided in this chart	
Outcome Measure Examples	Numeric Target
1. Percentage of participants who agree that the Project helped them to network and participate more actively in their community	
2. Percentage of participants who agree that volunteering allowed them to engage more with the community	
3. Percentage of an organization's locations who agree that the Project helped them to develop and share sustainable seniors plans and programs over the long term	
4. Percentage of participants who agree that the Project focused on their safety and well being	

7. Did you produce any products or publications in any format, including electronic, that were funded by this Program grant? If yes, please list them here and include a copy or example with your final report.

8. Now that the Project is complete, is there anything that you would have done differently? What and how?

FINANCIAL INFORMATION:

1. Financial Reconciliation Statement

Please provide a financial reconciliation statement which accounts for all project revenue and expenditures. This statement must identify

- (1) all initial proposed expenses identified in the Budget to this Agreement, and
- (2) actual expenditures.

Please refer to Schedule D of the Agreement (“Budget”).

Please submit a copy of all receipts for expenses associated with the Project. The receipt should list the item or service purchased and the price paid for each item or service.

Handwritten notes or attendance lists are not acceptable as receipts.

You are required to keep all original receipts associated with Project expenditures for 7 years, in case the Government of Ontario requires an audit of Program expenditures. If your organization had administrative expenses directly related to carrying out the project, we will accept a letter on your organization’s letterhead that specifies these expenses that is signed by someone with signing authority for your organization’s expenses.

Schedule D of this Agreement sets out an estimate of the total costs for the Project. Provide a reconciliation statement that indicates both the estimated costs as you set them out in the grant proposal, alongside the actual costs.

Here is a sample financial reconciliation statement:

ITEM	APPROVED COSTS	ACTUAL COSTS
Staff hours, 25 hours at \$20/hour	\$ 500	\$650
Consultant to do website updating	\$ 700	\$650
Project consultant work	\$ 5,000	\$5,000
Marketing – 300 flyers and local newspaper ad	\$ 600	\$500
Rental of Social Hall at 100 Main St.	\$ 2,300	\$2,200

Refreshments for 40-50 people at Canada Day picnic	\$ 250	\$350
Transportation by bus for 40-50 people	\$ 50	\$50
Rental of a projector	\$ 100	\$100
Administration	\$ 500	\$500
Total Project Costs	\$ 10,000	\$10,000
Less:		
Cash Contribution	\$ 1,000	\$1,000
In-kind contribution	\$ 1,000	\$1,000
Other contributions	\$ 0	\$0
Total Grant Amount Requested	\$ 8,000	\$8,000

2. Unspent Funds

Did you spend your grant to the full amount? YES NO

If not, you are required to return unspent funds to the Government of Ontario upon the expiry of the Agreement (Article 15).

Please make your cheque out to: **Minister of Finance** and send the cheque to:

Ministry of Seniors Affairs

777 Bay Street, Suite 601C

Toronto, ON M7A 2J4

Attention: Seniors Community Grant Program

3. Freedom of Information and Protection of Privacy Act Notice

The Ministry of Seniors Affairs (MSA) is subject to the Freedom of Information and Protection of Privacy Act (FIPPA). Personal information related to the Seniors Community Grant Program may be collected by the MSA for the proper administration of the program, and will only be used for that purpose.

Any information that you provide to the MSA in connection with the Final Report may be subject to disclosure, in accordance with the requirements of FIPPA.

Questions about the collection, use and disclosure of information may be directed to: Ministry of Seniors Affairs, 777 Bay Street, Suite 601C, Toronto ON M7A 2J4. Email: infoSeniors@ontario.ca, telephone: 416 326-7050, toll free: 1 888 910-1999, TTY (for the hearing impaired): 1 800 387-5559, fax: 416 326-7078.

FINAL REPORT CHECKLIST

Have you:

- Answered all questions on the final report?
- Inserted or attached the financial reconciliation statement?
- Attached a copy of all receipts associated with this Project?

Thank you for your time in completing this report.

TO BE SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR THE PROJECT

The final report must be hand-signed; once signed, the final report may be scanned and sent electronically.

I confirm that the information contained in this report is true and accurate.

Print Name: _____

Signature: _____

Date: _____

The Corporation of the City of Temiskaming Shores

By-law No. 2018-080

**Being a by-law to enter into an agreement with
Miller Paving Limited for the 2016 Roadway
Surfacing Program 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-026-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Miller Paving Limited for the 2018 Roadway Resurfacing Program on various roadway sections in Temiskaming Shores at an upset limit of \$1,031,840.00 plus applicable taxes for consideration at the May 1, 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 Ltd. for the 2018 Roadway Resurfacing Program contact in the amount of \$1,031,840.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

Read a first, second and third time and finally passed this 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-080

Agreement between

The Corporation of the City of Temiskaming Shores

and

Miller Paving Limited

for the 2018 Roadway Resurfacing Program

This agreement made in duplicate this 1st day of May 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 Documents entitled:

**Corporation of the City of Temiskaming Shores
2018 Roadway Resurfacing Program at various locations
and outlined in Administrative Report No. PW-026-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents as itemized in Appendix 01, a copy of which is hereto attached and forming part of this agreement; and
- c) Complete, as certified by the Engineer, all the work by **September 30th, 2018.**

Article II:

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid **One Million and Thirty-one Thousand - Eight Hundred and Forty Dollars and Zero Cents (\$1,031,840.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

A copy of each of the Form of Tender, Special Provisions, Item Special Provisions, General Conditions, Specifications, Addenda/Addendum No. 0 to 0 are hereto annexed to this Form of Agreement and together with the plans relating thereto, and listed in the

Specifications, are made a part of this Contract, herein called the Contract Documents, as fully to all intents and purposes as though recited in full herein.

Article IV:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by hand, delivery shall be deemed to have been received on the date of delivery; by Canada Post, 5 days after the date on which it was mailed. A communication sent by facsimile or by electronic communication with no indication of failure or suspension of delivery, shall be deemed to have been received at the opening of business on the next day, unless the next day is not a working day for the recipient, in which case it shall be deemed to have been received on the next working day of the recipient at the opening of business.

The Contractor:

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

The Owner:

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

Remainder of Page left blank intentionally

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

Signed and Sealed in)
the presence of)

Contractor's Seal)
(if applicable))

Municipal Seal)

Miller Paving Limited

Estimating Manager – Britt Herd

Witness - Signature

Print Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

2018 Roadway Resurfacing Program

Lakeshore Road from Ethel Street to Broadway Street - \$214,500 (estimated)

1. Milling 50mm of exist asphalt from Ethel to Broadway including STATO Trail.
2. Placement of Geotextile and Tack-coat material within milled area.
3. Placement of RAP / Grindings on View Street and stockpile.
4. Place one lift of 50mm Hot Laid Asphalt at a width equal to the existing paved surface including the reinstatement of STATO Trail adjacent to roadway.
5. Replace pavement markings.

Broadway / Ferguson Intersection - \$17,100 (estimated)

1. Remove existing crosswalks (Ferguson only) and asphalt removal.
2. Place, grade and compact of 150mm of Granular A.
3. Place 90mm Hot Laid Asphalt at a width equal to the existing paved surface.

West Road – \$702,500 (estimated)

- a) Highway 11 to Patrol Yard (760m) and section west of Ramsey Road (600m)
 1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
 2. Place, grade and compact of 75mm of Granular A.
 3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
 4. Replace pavement markings.
 5. Shouldering.
- b) Ramsey Road to Quarry Road
 1. Pulverizing remaining existing asphalt surfaces of West Road with defined area.
 2. Place, grade and compact of 75mm of Granular A.
 3. Place double lift Surface Treatment.
 4. Replace pavement markings.
- c) Quarry Road Intersection
 1. Pulverizing remaining existing asphalt surfaces.
 2. Place, grade and compact of 75mm of Granular A.
 3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
 4. Shouldering.

d) Quarry Road to Niven Street

1. Pulverizing remaining existing asphalt surfaces.
2. Place, grade and compact of 75mm of Granular A.
3. Place 50mm Hot Laid Asphalt at a width equal to the existing paved surface.
4. Replace pavement markings.
5. Shouldering.

Cottage Road – Lakeshore Road to limit – (\$5,900 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Pete’s Dam Road – Hwy 65e to Pipeline Road – (\$37,000 estimated)

1. Repair surface deformation
2. Place single lift Surface Treatment.

Additional work to include repairs to identified significant surface deformation on Lakeshore Road North, between Radley Hill Road and Beach Blvd. at a final cost not to exceed the total approved budget of (\$1,031,840.00) plus applicable taxes for such works.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-081

Being a by-law to regulate Property Standards for property within the municipality

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 under Section 10 (2) 5 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of economic, social and environmental well-being of the municipality, including respecting climate change;

And whereas under Section 10 (2) 6 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters of health, safety and well-being of persons;

And whereas under Section 10 (2) 10 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may pass by-laws with respect to matters regarding structures, including fences and signs;

And whereas under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23, as amended, a by-law may be passed by the Council of a municipality prescribing the standards for the maintenance and occupancy of property within the municipality provided the official plan for the municipality includes provisions relating to property conditions;

And whereas the Official Plan(s) in effect within the Corporation of the City of Temiskaming Shores include provisions relating to property conditions;

And whereas the Council of The Corporation of the City of Temiskaming Shores is desirous of passing a by-law under Section 15.1(3) of the Building Code Act, S.O. 1992, c.23;

And whereas Section 15.5 (3) of the Building Code Act, S.O. 1992, C.23, provides

Council the authority to set a fee for the issuance of a Certificate of Compliance.

And whereas Section 15.6 (1) of the Building Code Act, S.O. 1992, c.23, requires that a by-law passed under Section 15.1 of the Building Code Act, S.O. 1992, c.23, shall provide for the establishment of a Property Standards Committee;

And whereas Section 391 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides without limiting sections 9 and 10, those sections authorize a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of it, for costs payable by it for services or activities provided or done by or on behalf of any other municipality or any local board, and for the use of its property including property under its control;

And whereas Section 391 (3) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the costs included in a fee or charge may include costs incurred by the municipality or local board related to administration and enforcement;

And whereas Section 398 (1) of the Municipal Act, S.O. 2001, c. 25, as amended provides that fees and charges imposed by a municipality or local board on a person constitute a debt of that person to the municipality or local board;

And whereas Section 398 (2) of the Municipal Act, S.O. 2001, c. 25, as amended provides that the treasurer of a local municipality or 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, to the tax roll and collect them in the same manner as municipal taxes;

And whereas Council considered Administrative Report No. CGP-012-2018 at the May 1, 2018 Regular Council Meeting and directed staff to prepare the necessary by-law for the adoption of a Property Standards By-law for consideration of Provisional Approval (1st and 2nd reading) at the May 1, 2018 Regular Council meeting with third and final reading for consideration subsequent to an public meeting;

Now therefore the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a bylaw:

1. That the Council of the City of Temiskaming Shores adopts the "Property Standards", identified as Schedule "A", hereto attached and forming part of this by-law.
2. That the effective date of the by-law shall be the date of adoption.
3. That By-law No. 2007-043 being a by-law for the *Adoption of Standards for the Maintenance and Occupancy of Property within the Municipality* is hereby repealed.

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.

Read a first and second time this 1st day of May, 2018

Mayor – Carman Kidd

Clerk – David B. Treen

Read a third and final time this _____ day of _____, 2018

Mayor – Carman Kidd

Clerk – David B. Treen

Index

Section	Part 1 – General Provisions	Page
1.1	Short Title	1
1.2	Scope	1
1.3	Enforcement	1
1.4	Conflicts with other By-law	1
	Part 2 – Definitions	
2.1	Accessory Building	1
2.2	Apartment Building	1
2.3	Approved	1
2.4	Barrier-Free	1
2.5	Basement	1
2.6	Building	2
2.7	Building Code Act	2
2.8	City	2
2.9	Common Area(s)	2
2.10	Council	2
2.11	Developed Lot	2
2.12	Dwelling Unit	2
2.13	Exterior Envelope	2
2.14	First Storey	2
2.15	Guard	2
2.16	Means of Egress	2
2.17	Non-residential Use Property	2
2.18	Ontario Building Code	3
2.19	Owner	3
2.20	Officer	3
2.21	Pesticides Act	3
2.22	Person	3
2.23	Property Standards Committee	3
2.24	Property Standards Officer	3
2.25	Property	3
2.26	Residential Use Property	3
2.27	Standards	3

2.28	Storey	3
2.29	Suite	3
2.30	Temporary Shelter	4
2.31	Toilet Room	4
2.32	Undeveloped Property	4
2.33	Vehicle	4
2.34	Vacant Property	4
2.35	Yard	4
2.36	Zone(s)	4
Part 3 – General Standards for all Properties		
3.1	Workmanship	4
3.2	Yards	4
3.3	Surface Conditions Yards	5
3.4	Surface Conditions of Driveways, Parking Areas, and Walkways	5
3.5	Accessory Building, Fences, and Other Structures	6
3.6	Composting	6
Part 4 – Residential Standard		
4.1	General Conditions for the exterior envelope and the common areas of residential use property	6
4.2	Pest Prevention	6
4.3	Structural Soundness	7
4.4	Exterior Envelope	7
4.5	Windows and Doors	7
4.6	Roofs	8
4.7	Interior Walls, Ceilings and Floors	8
4.8	Interior and Exterior Stairs, Porches, Balconies, Landings, Mezzanines and Fire Escapes	8
4.9	Guards	8
4.10	Handrails	9
4.11	Electrical Service	9
4.12	Lighting	9
4.13	Heating, Heating Systems	9
4.14	Elevating Devices	10
4.15	Disconnected Utilities	10
Part 5 – Vacant Lands and Buildings		

5.1	Vacant Lands	10
5.2	Vacant Buildings	10
Part 6 – Non-Residential Use Property Standards		
6.1	Yards	10
6.2	Parking Areas and Driveways	11
6.3	Structural Soundness	11
6.4	Exterior Walls	11
6.5	Roofs	11
6.6	Guards	12
6.7	Handrails	12
6.8	Lighting	12
Part 7 – Interior Residential Property Maintenance		
7.1	Security	13
7.2	Water	13
7.3	Kitchen and Washroom Facilities	13
7.4	Kitchen Facilities	14
7.5	Electrical Services	15
7.6	Ventilation	15
7.7	Garages	15
7.8	Egress	15
7.9	Elevators	15
7.10	Pest Control	15
7.11	Interior Structure and Floors	16
7.12	Plumbing System	16
7.13	Heating System	16
7.14	Exemption	17
7.15	Reporting of Section 7	17
Part 8 – Administration and Penalty		
8.1	Property Standards Committee	17
8.2	Duty of Property Standards Committee	17
8.3	Powers of Property Standards Committee	17
8.4	Filling of Vacancies	18
8.5	Compensation	18
8.6	Chair	18

8.7	Quorum	18
8.8	Secretary	18
8.9	Duty of Secretary	18
8.10	Rules of Procedure and Oaths	18
8.11	Where Property Standards Committee Required to Give Notice	18
8.12	Compliance	18
8.13	Informal Notice	19
8.14	Orders	19
8.15	Appeal of Order	19
8.16	Certificate of Compliance	19
8.17	Fees for Service / Activity	20
8.18	Penalty	20
8.19	Validity	20
Appendices		
Appendix		
01	Service / Activity Fees	
02	Informal Notice – Form PS-A-02	
03	Order after Informal Notice – Form PS-A-03	
04	Order – Form PS-A-04	
05	Notice of Appeal – Form PS-A-05	
06	Certificate of Compliance – Form PS-A-06	
07	Property Standards Committee – Rules of Procedure	

Part 1 – General Provision

1.1. Short Title

This By-law shall be cited as the "Property Standards By-law".

1.2. Scope

The provisions of this By-law shall apply to all property within the geographic limits of the *City*, except where otherwise provided

1.3. Enforcement

This By-law shall be enforced by a *Property Standards Officer*.

1.4. Conflicts with other by-law

Where provisions of the By-law conflict with a provision of another by-law in force in the *City*, the provisions that establishes the higher standard in terms of protecting the health, safety and welfare of the general public and the environmental well being of the *municipality*, shall prevail to the extent of the conflict.

Part 2 - Definitions

Definitions of words and phrases used in this by-law that are not included in the list of definitions in this Part shall have the meanings as defined in the *Building Code Act* and/or Article 1.4.1.2 of Division A of the *Ontario Building Code* where so provided, and otherwise the meanings which are commonly assigned to them in the context in which they are used in this By-law.

The words and phrases defined in this section have the following meaning for the purposes of this By-law:

- 2.1. **Accessory Building** means a detached *building* or structure, not used for human habitation, that is naturally and normally incidental and subordinate to the primary use of the *building* or structure located on the same *property*.
- 2.2. **Apartment Buildings** means a *building* containing two or more *dwelling units* which have interior access to each other or which share a common access to exit, or common exit through an internal or exterior corridor system, lobby or stair and includes all such buildings whether under single ownership or condominium tenure.
- 2.3. **Approved** means approved by the *Property Standards Officer*.
- 2.4. **Barrier-Free** means that a building and its facilities can be approached, entered and used by persons with physical or sensory disabilities.
- 2.5. **Basement** means one or more *storeys* of a *building* located below the *first storey*.

- 2.6. Building** means "building" as defined in the *Building Code Act*.
- 2.7. Building Code Act** means the Building Code Act, S.O. 1992, c.23, as amended.
- 2.8. City** means the City of Temiskaming Shores.
- 2.9. Common Area(s)** means those areas of a *building*, on a *Residential Use Property* that are not located within a *dwelling unit*, which are accessible to and for the use of the occupants of the *building* and or the public, and includes, but is not limited to; interior and exterior stairs, stairways, fire escapes, corridors, hallways, landings, decks, platforms, mezzanines, lobbies, laundry rooms, garbage rooms, exercise rooms, recreational rooms, and *toilet rooms*.
- 2.10. Council** means the *Council* of the *City* of Temiskaming Shores.
- 2.11. Development Lot** means all privately owned *property* located in any zone as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.
- 2.12. Dwelling Unit** means a *suite* within a *building* on *residential use property* operated as a housekeeping unit, used or intended to be used as a domicile by one or more *persons* and usually contains cooking, eating, living, sleeping, and sanitary facilities.
- 2.13. Exterior Envelope** means those parts of a *building* normally exposed to the elements and the effects of the sun, rain, snow and wind including the walls, roofs, soffits, fascia, gable ends, windows, doors and portions of the foundation located above grade.
- 2.14. First Storey** means the *storey* with its floor closest to grade and having its ceiling more than 1.8 metres (5 ft 11 in) above grade.
- 2.15. Guard** means a protective barrier around openings in a floor, or at the open side or sides of stairs, landings, balconies, mezzanines, galleries, raised walkways, or other locations to prevent accidental falls from one level to another.
- 2.16. Means of Egress** includes exits and access to exits and means a continuous path of travel provided for the escape of *persons* from any point in a *building* or in a contained open space to,
- (a) a separate *building*,
 - (b) an open public thoroughfare, or
 - (c) an exterior open space that is protected from fire exposure from the *building* and that has access to an open public thoroughfare
- 2.17. Non-residential Use Property** means a *property* on which there are no *buildings* or structures that contain a *dwelling unit*, or on which no *buildings* or structures could lawfully be constructed that contain a *dwelling unit*, other than as permitted in *Industrial Zones*,

and includes the lands and premises and *accessory buildings*, structures, fences or erections thereon or therein.

2.18. Ontario Building Code means O. Reg 332/12 made under the Building Code Act, S.O. 1992, c.23 and amendments thereto.

2.19. Owner shall mean and include:

- (a) the *person* for the time being managing or receiving the rent of the land or premises in connection with which the word is used, whether on the *person's* own account or as agent or trustee of any other *person*, or who would so receive the rent if such land and premise were let, and
- (b) A lessee or occupant of the *property* who, under the terms of a lease, is required to repair and maintain the *property* in accordance with the standards for the maintenance and occupancy of *property*.

2.20. Officer means a *Property Standards Officer*.

2.21. Pesticides Act means the Pesticides Act, R.S.O. 1990 c. p. 11

2.22. Person means an individual, firm or corporation.

2.23. Property Standards Committee means the Committee established pursuant to Section 15.6 of the *Building Code Act*.

2.24. Property Standards Officer means the *person* or *persons* duly appointed by *Council* as *Property Standards Officer*.

2.25. Property means the area of land as further defined in this bylaw as *Residential Use Property*, *Non-Residential Use Property* and/or *Vacant Property*.

2.26. Residential Use Property means a *property* on which a *building* is located, or on which a *building* could lawfully be constructed for use as a dwelling unit(s) for one or more persons, but does not include medical or correctional institutions or facilities, and encompasses any lands and *accessory buildings* and all stairways, walkways, driveways, parking spaces, and fences associated with the *building* and its *yard*.

2.27. Standards means the minimum standards of the physical condition of a *building* to allow occupancy as prescribed for in this Bylaw.

2.28. Storey means the portion of a building,

- (a) that is situated between the top of any floor and the top of the floor next above it, or
- (b) that is situated between the top of the floor and the ceiling above the floor, if there is no floor above it.

2.29. Suite means a single room or a series of rooms of complimentary use, operated under a

single tenancy, and includes,

- (a) *dwelling units*,
- (b) individual guest rooms in motels, hotels, boarding and rooming houses and dormitories, and
- (c) individual stores and individual or complimentary rooms for business and personnel services occupancies

2.30. Temporary Shelter means a non-permanent commercially prefabricated accessory structure that is designed to provide shelter to a vehicle and is designed to be easily dismantled or removed.

2.31. Toilet Room means a room containing a toilet and a wash basin.

2.32. Undeveloped Property means land that is not a *Developed Lot*.

2.33. Vehicle means an automobile, motor vehicle, all terrain vehicle, bicycle, bus, farm tractor, truck, trailer, traction engine, motorcycle, motorized snow vehicle, road-building machine.

2.34. Vacant Property means the area of land situated between the lot lines of a lot, on which there are no *buildings* or structures or portions thereof currently constructed or situated.

2.35. Yard means *vacant land on developed lots* and areas of land on *developed lots* between the exterior wall of any *buildings* or structures that are located on the lot, and the lot lines of said lot.

2.36. Zone(s) means a designated area of land use as prescribed in the Zoning By-law(s) currently in effect in the City of Temiskaming Shores and amendments thereto.

Part 3 – General Standards for all Properties

3.1. Workmanship

All repairs and maintenance of *property* shall be carried out with suitable and sufficient materials and in a manner accepted as good workmanship within the trades concerned. All new construction, renovations or repairs shall conform to the *Building Code Act*, the *Ontario Building Code*, the Fire Prevention and Protection Act, and the Ontario Fire Code where applicable.

3.2. Yards

Every *yard* in all *Zones* shall be kept clean and free from:

- 3.2.1. rubbish or debris and objects or conditions that may create a health, fire, or accident hazard;
- 3.2.2. *vehicles* or any part of such vehicle which is in a wrecked, discarded, dismantled, inoperative, unlicensed or abandon condition, with the following exceptions:

- (a) where it is part of an automotive repair establishment use, an automotive sales establishment (new or used) use or a *vehicle* compound use permitted by any zoning by-law;
 - (b) where it is part of any legal non-conforming automotive repair establishment use, automotive sales establishment (new or used) use, *vehicle* compound use or salvage yard use; or
 - (c) where the *vehicle* is operative and can licensed pursuant to the provisions of the Highway Traffic Act, R.S.O. 1990, c.H. 8.
- 3.2.3. dilapidated, collapsed, partially collapsed or partially constructed *buildings* or structures that are not currently under construction or renovation authorized by a permit issued pursuant to the *Building Code Act*.
- 3.2.4. *buildings* or structures which have sustained damage due to flood, fire, or the effects of wind, rain or snow that render the *building* unusable for its normal intended use, that are not under renovation authorized by a permit issued pursuant to the *Building Code Act*.

3.3. Surface Conditions Yards

Surface conditions of *yards* on *developed lots* shall be maintained so as to:

- 3.3.1. prevent ponding of storm water.
- 3.3.2. prevent instability or erosion of soil.
- 3.3.3. prevent surface water run-off from entering *basements*.
- 3.3.4. not exhibit an unsightly appearance in comparison to adjacent property.
- 3.3.5. be kept free of deep ruts and holes.
- 3.3.6. provide for safe passage under normal use and weather conditions, day or night.
- 3.3.7. not to create a nuisance to other property.
- 3.3.8. kept free of injurious insects, termites, rodents, vermin or other pests.

3.4. Surface Conditions of Driveways, Parking Areas and Walkways

- 3.4.1. The surface condition of *yards* on *developed lots* used for vehicular traffic, driveways, parking areas or pedestrian walks shall be of asphalt, concrete, concrete paving stones, compacted stone or gravel and shall be kept in good repair free of dirt and litter so as to afford safe passage under normal use and weather conditions day or night.
- 3.4.2. Accumulations of ice and snow shall be promptly removed from all main entrances

and exits of occupied buildings.

- 3.4.3. Where buildings and property have been designated, designed, constructed or altered for *barrier-free* access, every *barrier-free* path of travel and all barrier-free features and equipment shall be installed in accordance with the Building Code, and shall be maintained in good repair and shall function as designed.

3.5. Accessory Building, Fences and Other Structures

- 3.5.1. *Accessory buildings*, fences and other structures appurtenant to the property shall be maintained in structurally sound condition, good repair and free from accident hazards.
- 3.5.2. *Accessory buildings*, fences, and other structures shall be protected from deterioration by the application of appropriate weather resistant materials including paint or other suitable preservative and shall be of uniform colour unless the aesthetic characteristics of said structure are enhanced by the lack of such material.

3.6. Composting

- 3.6.1. All properties shall be permitted one compost provided that the pile has an area not exceeding 2 square metres (21.5 ft²) and a height not exceeding 2 metres (6 ft 6 in), is enclosed on all sides by concrete block or lumber, or is contained in a metal or plastic barrel, a metal frame building with a concrete floor, or a commercial container designed for composting.
- 3.6.2. No animal or human feces shall be deposited into a compost pile.
- 3.6.3. No animal based waste shall be deposited into a compost pile.
- 3.6.4. The location of a compost container/compost piles on a property, shall be such that the compost container/compost piles does not create a nuisance for adjacent property owners.

Part 4 – Residential Standard

4.1. General conditions for the exterior envelope and the common areas of residential use property.

Every *owner* of a *building* on a *residential use property* shall maintain the *exterior envelope* and the *common areas* of the *buildings* located on the property in accordance with this Part.

4.2. Pest Prevention

- 4.2.1. Openings in the *exterior envelope* of *buildings* on *residential use property* that may permit the entry of rodents, insects, vermin or other pests shall be appropriately screened or sealed.

- 4.2.2. *Buildings on residential use property* shall be kept reasonably free of rodents, vermin and insects at all times. Methods used for exterminating such pests shall be in accordance with the provisions of the *Pesticides Act* and all *City* bylaws.

4.3. Structural Soundness

- 4.3.1. *Buildings on residential use property* shall be maintained in a structurally sound condition so as to be capable of withstanding the live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed. Materials which have been damaged or show evidence of rot or other deterioration shall be repaired or replaced.
- 4.3.2. Foundation walls supporting *buildings on residential use property* shall be maintained so as to prevent the entrance of insects, rodents and excessive moisture. Maintenance includes the shoring of the walls to prevent settling, and the installation of sub soil drains at the footing level, grouting masonry cracks, and the damp proofing and waterproofing of walls and floors where necessary.

4.4. Exterior Envelope

The *exterior envelope of buildings on residential use property*, including siding or cladding, masonry, soffits, fascia, and trim components shall be maintained in good repair, free from loose or improperly secured objects or materials. Paint or other suitable preservatives or coatings must be applied where necessary so as to prevent deterioration due to weather conditions, insects or other hazards.

4.5. Window and Doors

- 4.5.1. Windows, doors, skylights, and *basement* hatchways in the *exterior envelope of buildings on residential use property* shall be maintained in good repair, weather tight and draught free, so as to prevent heat loss and infiltration by the elements. Maintenance includes painting, and the repair or replacement of damaged doors, door frames, window frames and sashes, and the replacement of non-serviceable hardware and re-glazing where necessary. Where screening is provided on windows and doors it shall also be maintained in good repair.
- 4.5.2. Windows and doors in a required *means of egress* shall be equipped with hardware that can be readily opened from the interior without keys, special devices or special knowledge and shall be maintained in operable condition.
- 4.5.3. Doors between the *common areas* of *buildings* and individual *suites* shall be equipped with dead bolt type locking device with a minimum 1 inch bolt throw.
- 4.5.4. Where there is a voice communication unit working in conjunction with a security locking and release system controlling a particular entrance door and installed

between individual *dwelling units* and a secured entrance area, the said system shall be maintained in good working order at all times.

4.5.5. All windows located above the second story in the *exterior envelope* of a *building* on *residential use property* that have a sill height less than 1000 mm (3 ft 3 in) from the adjacent floor level shall be equipped with an *approved* safety device that prevents any part of the window from being opened to a position that would permit the passage of a 100 mm diameter (4 inches) sphere, or the window shall be protected by a *guard* described in Section 4.8 of this by-law.

4.5.6. Notwithstanding Section 4.4.5, where an exterior balcony is constructed the full length of the window and this balcony is equipped with an *approved* guard system, the safety device described in section 4.4.5 need not be installed on the window.

4.6. Roofs

4.6.1. Roofs and their components on *buildings* on a *residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or materials.

4.6.2. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could affect the structural integrity of the *building*.

4.6.3. Where eave troughs or roof gutters are provided, they shall be kept in good repair, free from obstructions and properly secured to the *building*.

4.7. Interior Walls, Ceilings and Floors

Every wall, ceiling and floor in the *common area* of a *building* on a *residential use property* shall be maintained so as to provide a continuous surface free from excessive holes, cracks, loose coverings or other defects and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

4.8. Interior and Exterior Stairs, Porches, Balconies, Landings, Mezzanines and Fire Escapes

Every stair, porch, balcony, landing, mezzanine and fire escape located in the *common area* or on the *exterior envelope* of a *building* on a *residential use property* shall be maintained in good repair and where any components thereof are broken, rotted, warped, loose, excessively worn, or otherwise deteriorated that component shall be repaired or replaced.

4.9. Guards

4.9.1. Roofs shall be kept clear of accumulations of ice or snow where such accumulations could result in hazard as a result of the ice or snow falling from the roof, or could Every open side of a flight of steps, ramp, porch, balcony, landing, mezzanine or fire escape

that is located in the common area or on the exterior envelope of a building on a residential use property, in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a guard in conformance with the Ontario Building Code.

4.9.2. Notwithstanding Sections 4.9.1 existing guards are acceptable, unless considered unsafe by the Property Standards Officer.

4.10. Handrails

4.10.1. Every ramp, and stairway with 3 risers or more in the *common area* and *exterior envelope* of a *building* on a *residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 in) or more in width, shall have handrails on both sides. Handrails shall be constructed in conformance with the Ontario Building Code

4.10.2. Notwithstanding Sections 4.10.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

4.11. Electrical Service

Every *building* on a *residential use property* that has access to hydro shall be wired for electricity and shall be connected to an approved electrical supply system unless it can be shown that an alternate method of supply is being provided. The electrical wiring, fixtures, switches, receptacles, and appliances located or used in a *building* in a *residential use property* shall be installed and maintained in good working order so as not to cause fire or electrical shock hazards and in conformity with the Ontario Electrical Safety Authority.

4.12. Lighting

4.12.1. An electrical light fixture shall be installed in *common areas* of *building* on a *residential use property*, including but not limited to storage rooms, service rooms, laundry rooms, service hallways, stairways, recreation rooms and public *toilet rooms*.

4.12.2. Lighting fixtures and appliances installed in *common areas* of *building* on a *residential use property* shall provide an adequate illumination level at the floor or tread level and at angles and intersections and changes of level where there are stairs or ramps.

4.12.3. Notwithstanding Sections 4.12.2 existing lighting fixtures are acceptable, where *approved* by the *Property Standards Officer*.

4.13. Heating, Heating Systems

4.13.1. The *common area* of a *building* on a *residential use property* located within the interior of the *exterior envelope* shall be provided with a heating system and those areas shall be maintained with a minimum ambient temperature of 18° C (64° F.).

- 4.13.2. Notwithstanding Section 4.13.1, the minimum ambient temperature requirement does not apply to storage rooms, service rooms or recreation rooms.

4.14. Elevating Devices

Required elevators and other elevating devices including all mechanical and electrical equipment, lighting fixtures, lamps, control buttons, floor indicators, ventilation fans, and emergency communication systems in the *common areas* of a *building* on a *residential use property* shall at all times be in good condition, operational and maintained.

4.15. Disconnected Utilities

Owners of residential use property or any person or persons acting on behalf of such owner shall not disconnect or cause to be disconnected any service or utility supplying heat, electricity, gas, refrigeration or water to the common area of a building on an occupied residential use property, except for such reasonable period of time as may be necessary for the purpose of repairing, replacing, or otherwise altering said service or utility.

Part 5 – Vacant Lands and Buildings

5.1. Vacant Lands

Vacant land shall be maintained to the standards as described in Part 3 of this By-Law and with the requirements of this Part.

5.2. Vacant Buildings

- 5.2.1. *Vacant buildings* shall be kept cleared of all garbage, rubbish and debris and shall have all water, electrical and gas services turned off except for those services that are required for the security and maintenance of the property.
- 5.2.2. The owner or agent of a vacant building shall keep the building secure to the satisfaction of the *Property Standards Officer* by covering all openings through which entry may be obtained.

Part 6 – Non-Residential Use Property Standards

6.1. Yards

- 6.1.1. Yards in *non-residential use property* shall be maintained to the standards as described in Part 3 of this By-Law.
- 6.1.2. The warehousing or storage of material or operative equipment that is required for the continuing operation of the industrial or commercial aspect of the property shall be maintained in a neat and orderly fashion so as not to create a fire or accident hazard, or an unsightly condition. Where conditions are such that a neat and orderly fashion is achieved, however the site is still offensive to view from a location not on

the property, as determined by the *Property Standards Officer*, the offensive area shall be suitably enclosed by a solid wall or a painted board or privacy type fence not less than 1.8 metre (6 ft) in height, and shall be maintained in good repair.

6.2. Parking Areas and Driveways

6.2.1. All areas used for vehicular traffic and parking on a *non-residential use property* shall have a surface covering of asphalt, concrete, compacted stone or gravel sufficient to support the loads it will be subjected to and the covering shall be kept in good repair free of litter. Notwithstanding the foregoing, where a *non-residential use property* abuts a *residential use property*, all areas used for vehicular traffic and parking on the *non-residential use property* located within 30 meters (100 feet) of the *residential use property* shall have a surface covering of asphalt or similar hard surface, or such other measures as required shall be undertaken to eliminate the effects of dust, sand or gravel particles originating on those areas from being displaced onto the adjoining *residential use property* by the effects of wind or rain.

6.2.2. All areas used for vehicular traffic, parking spaces and other similar areas shall be maintained so as to afford safe passage under normal use and weather conditions.

6.3. Structural Soundness

Every part of a *building* or structure on a *non-residential use property* shall be maintained in a sound condition so as to be capable of withstanding the anticipated live and dead loads that it may be exposed to, and the anticipated effects of wind, rain and snow to which it may be exposed under normal use, having a level of safety required by the *Ontario Building Code*. Structural members or materials that have been damaged or indicate evidence of deterioration shall be repaired or replaced.

6.4. Exterior Walls

Exterior walls and their components on a *building* on *non-residential use property*, shall be maintained in good repair free from cracked, broken or loose masonry units, stucco, and other defective cladding or trim and shall be free of unauthorized signs that would require a building permit. Paint or some other suitable preservative or coating must be applied and maintained so as to prevent deterioration due to weather conditions, insects or other damage.

6.5. Roofs

6.5.1. Roofs and their components on *buildings* on *non-residential use property* shall be maintained in a weather tight condition, free from loose or unsecured objects or material and shall be kept clear of accumulations of ice or snow where such accumulation may have a detrimental effect on the structural integrity of the building or where such accumulations otherwise creates a hazard.

6.5.2. Where eaves trough or roof gutters are provided they shall be kept in good repair, free from obstructions and properly secured to the building.

6.6. Guards

- 6.6.1. Every open side of a stair, porch, balcony, landing, mezzanine or fire escape that is located on the exterior or interior of a *building* on a *non-residential use property*, and in which there is a difference in elevation of 600 mm (24 inches) or greater to the adjacent surface, or where the adjacent surface within 1.2 m (3ft. 11 in) from the walking surface has a slope of more than 1 in 2, shall be protected by a *guard* constructed to the *standards* as described the Ontario Building Code.
- 6.6.2. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* of Industrial Occupancy may be built with openings that will prevent a spherical object having a diameter of 200 mm (7-7/8 inches) from passing through it.
- 6.6.3. Notwithstanding Section 6.6.1, if it can be shown that children will unlikely be present except under strict supervision, guards in a *building* on a *non-residential use property* are not required at loading docks, maintenance pits or at such locations where the presence of the guard would detrimental to the functionality of the business currently operating in the *building*.

6.7. Handrails

- 6.7.1. Every ramp, and stairways with 3 risers or more in a *building* on a *non-residential use property*, shall have a handrail on at least one side, and where 1.5 metre (59 inches) or more in width, shall have handrails on both sides. Such handrails shall be constructed to the standards as described in the Ontario Building Code.
- 6.7.2. Notwithstanding Sections 6.7.1 existing handrails are acceptable, unless considered unsafe by the *Property Standards Officer*.

6.8. Lighting

- 6.8.1. Every *building* on a *non-residential use property* shall have sufficient windows, skylights, and lighting fixtures necessary for the safety of all persons attending the premises.
- 6.8.2. Notwithstanding Section 6.8.1, interior or exterior lighting on *non-residential use property* shall not be positioned or directed in manner that causes any impairment of use or enjoyment of neighbouring properties or causes a hazard to pedestrian or vehicular traffic on public streets, highways, or pedestrian walkways.

Part 7 – Interior Residential Property Maintenance

In addition to the standards, obligations and requirements of this by-law, Sections 7.1 through 7.16 shall apply to all residential properties in the municipality.

7.1 Security

- 7.1.1 All operable windows shall have hardware so as to be capable of being locked or otherwise secured from the interior of the space.
- 7.1.2 All exterior doors to a dwelling unit shall have hardware so as to be capable of being locked from the outside, and locked or otherwise secured from the interior of the space.
- 7.1.3 Solid core or equivalent exterior type doors shall be provided for all entrances to dwellings and dwelling units.
- 7.1.4 The owner of a dwelling or multiple dwelling, upon the written request of an occupant of the dwelling units in which children under the age of ten years are occupants, shall subject to Section 7.2.5 below, provide and install a protective device on any window that,
- (a) has a moveable sash, and
 - (b) is more than 2.0 metres (6 feet 3 inches) above adjacent finished ground level.
- 7.1.5 The protective device shall be installed within seven (7) days of the delivery of the written request upon the building owner, the owner's agent or the building's manager or superintendent, unless that such person and the occupant giving notice agree that the protective device is not required on every such window that meets the requirements of Section 7.2.4 above.
- 7.1.6 The protective device shall be installed and secured in such a manner as to prevent opening of the window(s) to any amount greater than 100 millimetres (4 inches).

7.2 Water

- 7.2.1 Every dwelling shall be provided with a supply of potable water from at least one of the following sources:
- (a) Municipal Water System;
 - (b) Communal Water System; or
 - (c) Private Source
- 7.2.2 For the purpose of this by-law, hot water shall be supplied at a temperature of not less than 43^o Celsius (100^o Fahrenheit) and not more than 49^o Celsius (120^o Fahrenheit) other than for installed dishwashers or clothes washers

7.3 Kitchen and Washroom Facilities

- 7.3.1 Every dwelling unit shall contain plumbing fixtures in operative condition, consisting

of a minimum of:

- (a) one kitchen sink;
- (b) one water closet;
- (c) one hand wash basin; and
- (d) one bathtub or shower

- 7.3.2 The walls to a minimum height of .9 metres (3 feet) above the bathtub rim in every washroom is to be maintained as to be water-resistant and readily cleaned.
- 7.3.3 All washrooms and toilet rooms shall be located within and accessible from within the building.
- 7.3.4 All washrooms and toilet rooms shall be fully enclosed so as to provide privacy for the occupant.
- 7.3.5 A hand wash basin shall be located in the same room as each toilet or in an adjoining washroom except that no sink in a kitchen shall be considered a hand wash basin for the purpose of this Part.
- 7.3.6 Where toilet, kitchen or washroom facilities are shared by the occupants of residential accommodation, an appropriate entrance shall be provided from a common passageway, hallway, corridor or other common space to the room or rooms containing the said facilities. The minimum number of toilets, kitchens or washrooms required shall be in accordance with the Ontario Building Code.
- 7.3.7 Every washroom and every toilet room shall have a permanently installed artificial lighting fixture that shall be maintained in good work order.
- 7.3.8 No toilet or urinal shall be located within a bedroom or kitchen.

7.4 Kitchen Facilities

- 7.4.1 Every dwelling unit shall be provided with a kitchen.
- 7.4.2 The kitchen provided for in Section 7.4.1 shall:
- (a) be equipped with a sink that:
 - i) is provided with a potable cold and hot water supply; and
 - ii) is maintained in a state of good repair;
 - iii) has a back splash which is water & grease resistant
 - (b) be equipped with electricity and necessary utility outlets suitable for the operation of a refrigerator and cooking surface;
 - (c) when equipped with a refrigerator, cooking surface, or kitchen fixtures, such

appliances or fixtures shall be maintained in working order;

- (d) has a clear space above any exposed cooking surface of a cooking apparatus of at least 610 mm (24 inches).

7.5 Electrical Services

7.5.1 Where electrical services are available, every suite and dwelling unit shall be:

- (a) connected to an electrical supply system; and
- (b) wired to receive electricity.

7.5.2 An adequate supply of electrical power shall be available in all occupied parts of every dwelling, suite and building.

7.6 Ventilation

In every dwelling unit, all habitable rooms, washrooms and toilet rooms shall have adequate ventilation, either natural or mechanical to maintain a healthy environment.

7.7 Garages

Garages shall be so maintained as to prevent gas fumes and carbon monoxide from entering the area of the dwelling unit.

7.8 Egress

7.8.1 Every dwelling and each dwelling unit contained therein shall have a safe, continuous and unobstructed passage from the interior of the dwelling and the dwelling unit to the outside at street or grade level.

7.8.2 Each dwelling and every building containing more than one dwelling unit shall have at least two (2) exits. A single exit is permitted from a dwelling unit where the path of egress is through an exterior door located at or near ground level and access to such exit is through a room or means of egress that has unrestricted access to the occupants of the dwelling unit.

7.9 Elevators

A building containing one or more dwelling units and more than three storeys in height and which has an elevator or elevators for the use of tenants shall have at least one elevator maintained and operable except for such reasonable time as may be required for repair or replacement.

7.10 Pest Control

7.10.1 Every dwelling, multiple dwelling and dwelling unit shall be kept free of infestation by pest(s).

- 7.10.2 Openings, including windows, that permit the entry of rodents, insects vermin or other pests shall be appropriately screened or sealed.

7.11 Interior Structure and Floors

- 7.11.1 Every structural component in every building, shall be of sound material and adequate for the load to which they are subjected.
- 7.11.2 Every floor shall be level and free of excessive holes and maintained to be safe, such defective floors shall be repaired or replaced.
- 7.11.3 Where floors have been covered with sheet or vinyl floor coverings, or other flooring that has become worn or torn so that may create an unsafe condition, the sheet or other flooring shall be repaired or replaced.
- 7.11.4 Every wall and ceiling shall be maintained in a condition free from excessive holes, open cracks, loose covering or other substantial defects. Walls surrounding showers and bathtubs shall be impervious to water.
- 7.11.5 Where fire resistant walls, doors and/or floors exist between separate dwelling units, they shall be maintained in a condition, which maintains their fire-resistant quality.

7.12 Plumbing System

- 7.12.1 The plumbing system in every building shall be maintained in good working order and free from leaks and defects.
- 7.12.2 All water pipes and appurtenances thereto shall be protected from freezing.
- 7.12.3 All plumbing fixtures shall be connected to a sewage system shall be protected by a P trap.

7.13 Heating System

- 7.13.1 Except for spaces exempted by the Ontario Building Code, a heating system shall be installed in every building or dwelling that is capable of supplying during normal hours of occupancy sufficient heat to maintain a temperature of not less than 22o Celsius (72o Fahrenheit) at the outside design temperature specified in the Ontario Building Code.
- 7.13.2 For the purposes of Section 17.18, heat shall be provided and maintained so that the room temperature at 1.5 metres (5 feet) above floor level and 1 metre (39 inches) from exterior walls in all habitable rooms and in any area intended for use by occupants including washrooms, and laundry rooms but excluding sun rooms, locker rooms and garages, is capable of maintaining 200 Celsius (680 Fahrenheit).

- 7.13.3 A fuel fired heating appliance shall not be located in corridors, hallways or other means of egress.
- 7.13.4 Except in the event of an emergency, no occupied building shall be equipped with portable heating equipment as the primary source of heat.
- 7.13.5 All fuel burning appliances, equipment and accessories to such appliances and equipment, in a dwelling shall be installed and maintained to the standards provided by the applicable legislation.

7.14 Exemption

- 7.14.1 This by-law does not apply to lands on which construction is actively proceeding in accordance with a permit issued pursuant to the Building Code Act.
- 7.14.2 This by-law does not apply so as to prevent a farm, meeting the definition of "agricultural operation" under the most current version of the Farming and Food Production Protection Act, from performing day to day operations.

7.15 Reporting of Section 7

- 7.15.1 Any persons reporting inadequate property maintenance standards covered by sections 7.1 through 7.14, must be:
 - (a) A resident of the dwelling unit or property the concern applies to; or
 - (b) an agent acting directly on the behalf of a resident of the dwelling unit.

Part 8 – Administration and Penalty

8.1 Property Standards Committee

Council shall pass a by-law to provide for the establishment of a *property standards committee*, composed of such *persons*, not fewer than three, as the *council* considers advisable to hold office for such term and on such conditions as the by-law may establish.

8.2 Duty of Property Standards Committee

The *property standards committee* shall hear appeals.

8.3 Powers of Property Standards Committee

On an appeal, the property standards committee has all the powers and functions of the *officer* who made the order and the *property standards committee* may do any of the following things if, in the *property standards committee's* opinion, doing so would maintain the general intent and purpose of the by-law and of the official plan or policy statement:

1. Confirm, modify or rescind the order to demolish or repair.

2. Extend the time for complying with the order.

8.4 Filling of Vacancies

The *council* shall forthwith fill any vacancy that occurs in the membership of the *property standards committee*.

8.5 Compensation

The members of the *property standards committee* shall be paid such compensation as the *council* may provide.

8.6 Chair

The members shall elect a chair from among themselves; when the chair is absent through illness or otherwise, the *property standards committee* may appoint another member as acting chair.

8.7 Quorum

Where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum.

8.8 Secretary

The members shall provide for a secretary for the *property standards committee*.

8.9 Duty of Secretary

The secretary shall keep on file the records of all official business of the *property standards committee*, including records of all applications and minutes of all decisions respecting those applications.

8.10 Rules of Procedure and Oaths

The *property standards committee* may, subject to subsection 8.11, adopt its own rules of procedure and any member may administer oaths.

8.11 Where *Property Standards Committee* Required to Give Notice

The *property standards committee* shall give notice or direct that notice be given of the hearing of an appeal to such *person* as the *property standards committee* considers advisable.

8.12 Compliance

- 8.12.1 The *owner* of any *property* that does not conform to the standards as set out in this By-law shall repair and /or maintain said *property* to comply with the standards or

the *property* shall be cleared of all *buildings*, structures, debris or refuse and left in a levelled and graded condition.

- 8.12.2 Where any *person* fails to comply with an order issued, the municipality may cause the required work to be done at the cost of the *person*. The cost of such work may be recovered by action, or by adding the cost to the tax roll and collecting it in the same manner as property taxes.

8.13 Informal Notice

The form for use as an "INFORMAL NOTICE" shall be on Form PS-A-02 as laid out in Appendix 02 to this Schedule. A fifty dollar (**\$50.00**) administrative fee shall accompany the issuance of an "Informal Notice".

8.14 Orders

- 8.14.1 Where an "Informal Notice" has been provided, an "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-03 as laid out in Appendix 03 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".
- 8.14.2 Where no "Informal Notice" has been provided an, "Order to Remedy Violation of Property Standards" issued pursuant to Section 15.2-(2) of the Building Code Act shall be on Form PS-A-04 as laid out in Appendix 04 to this Schedule. A one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an "Order to Remedy Violation of Property Standards".

8.15 Appeal of Order

- 8.15.1 Every person who initiates an appeal of an Order made under section 15.2-(2) of the *Ontario Building Code Act, S.O. 1992, c23*, shall submit a "Notice of Appeal" in the time frame and in the manner as prescribed in section 15.3-(1) of the *Act*. All "Notice of Appeals" shall be accompanied by a non-refundable payment of fifty dollars (**\$50.00**).
- 8.15.2 A "Notice of Appeal to the Property Standards Committee" issued pursuant to Section 15.3-(1) of the *Building Code Act* shall be on Form PS-A-05 as laid out in Appendix 05 to this Schedule.

8.16 Certificate of Compliance

- 8.16.1 Where an *Officer* has inspected a *property* and is of the opinion that the *property* is in compliance with the standards established in this By-law, he may issue a Certificate of Compliance form PS-A-06 to the *owner*.
- 8.16.2 An *Officer* shall issue a Certificate of Compliance to the *owner* of a property who has

requested one, where the *Officer* has inspected the *property* and is of the opinion that the *property* is in compliance with the standards established in this By-law, and the *owner* has paid the fee set by *Council* pursuant to Section 15.5-(3) of the *Building Code Act*.

- 8.16.3 The fee for issuance of a Certificate of Compliance with the standards established in this By-law shall be One Hundred and Fifty Dollars **(\$150.00)**.

8.17 Fees for Service / Activity

Fees associated with this by-law shall be as set out in Appendix 01 to this Schedule.

8.18 Penalty

An *owner* who fails to comply with an order that is final and binding under this By-law is guilty of an offence under section 36(1) of the *Building Code Act*, S.O. 1992, c.23, and is liable to a penalty or penalties as set out in section 36 of that Act.

8.19 Validity

It is declared that notwithstanding that any section or sections of this by-law, or parts thereof, may be found by any court of law to be bad or illegal or beyond the power of the *Council* to enact, such section or sections or parts thereof shall be deemed to be severable and that all sections or parts of this by-law are separate and independent from the other and enacted as such.

Appendix 01
Service / Activity Fees

Service or Activity	Fee
Appeal of Order The fee for a notice of appeal shall be:	Fifty Dollars (\$50.00)
Informal Notice Upon receipt of an Informal Notice, the <i>owner</i> who has been served with the Informal Notice, shall pay and administration fee of:	Fifty Dollars (\$50.00)
Order to Remedy Violations Upon receipt of an Order, the <i>owner</i> who has been served with the Order, shall pay and administration fee of:	One Hundred Dollars (\$100.00)
Inspections where <i>owner</i> fails to comply with an Order <i>Owners</i> , who fail to comply with a confirmed Order, shall pay an inspection fee of: for each additional inspection conducted to determine if contraventions observed on an initial inspection have been corrected:	Fifty Dollars per Inspection (\$50.00/inspection)
Certificate of Compliance The fee for issuance of a Certificate of Compliance with the standards established in this By-law by an <i>Officer</i> shall be:	One Hundred and Fifty Dollars (\$150.00).



Informal Notice
Form PS-A-02

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____.

Corporation of the City of Temiskaming Shores

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Be advised that on **(insert date of inspection)** an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. 2018-000.

Schedule "A", attached hereto, sets out the work required to remedy such violation and to bring the property into compliance with the By-law. As per Section **7.3 of Schedule "A"** a fifty dollar **(\$50.00)** administrative fee shall accompany the issuance of an Informal Notice.

Be advised that **By-law No. 0000-000** gives the municipality the authority to issue an **Order to Remedy Violation** pursuant to Section 15.2-(2), Ontario Building Code Act, S.O. 1992, c.23. As per Section **7.4.1 of Schedule "A"** a one hundred dollar **(\$100.00)** administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

It is desired that you will comply with this Informal Notice so that the aforementioned procedural step will not be necessary.

A follow-up inspection of this property will take place on or about **(insert date)** to ascertain compliance.

Should you require further information pertaining to this matter please do not hesitate to contact the undersigned during normal business hours.

Property Standards Officer



Order to Remedy Violation
Form PS-A-03

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____

Corporation of the City of Temiskaming Shores

Order to Remedy Violation of Property Standards
Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Whereas on *(insert date)* you were served with an **Informal Notice** that required you to remedy certain violations of property standards at your property, described above.

And whereas you have failed to remedy the noted violation(s) as set out in **Schedule "A"**, attached hereto and which forms part of this **Order**. As per Section **7.4.1 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

Therefore, it is hereby charged that the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. 2018-000 on or before *(insert date)*.

Take Notice that if such violations are not remedied within the time specified in this **Order**, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

Final date for Appeal: _____

Property Standards Officer



Order to Remedy Violation
Form PS-A-04

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____ . _____

Corporation of the City of Temiskaming Shores

Order to Remedy Violation of Property Standards
Pursuant to Section 15.2 of the Ontario Building Code Act, S.O. 1992, c.23

Date: _____

Owner's Name and Address

Dear Sir/ Madam:

Re: Description and Location of Property in Violation

Be advised that on (Date of Inspection) an inspection of your property, as noted above, revealed certain violations of the Municipality's Property Standards By-law No. _____.

The violation(s) are set out in **Schedule "A"**, attached hereto, and forms part of this **Order**. As per Section **7.4.2 of Schedule "A"** a one hundred dollar (**\$100.00**) administrative fee shall accompany the issuance of an **Order to Remedy Violation**.

It is hereby charged that the violation(s) as set out in **Schedule "A"** be remedied and the property brought into a condition of compliance with the prescribed standards as set out in the Property Standards By-law No. _____ on or before (*Date*)

Take Notice that if such violation(s) are not remedied within the time specified in this order, the municipality may correct such violations at the expense of the owner.

Appeal to Property Standards Committee

If an owner or occupant upon whom an order has been served is not satisfied with the terms or conditions of the order, the owner or occupant may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen (14) days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).

Final date for Appeal: _____

Property Standards Officer



Notice of Appeal
Form PS-A-05

Community Growth and Planning
325 Farr Drive, Haileybury, ON
P.O. Box 2050, Haileybury, ON P0J 1K0
(705) 672-3363

Roll No.: 54-18- _____ - _____ - _____ . _____

Corporation of the City of Temiskaming Shores

Notice of Appeal to Property Standards Committee

Pursuant to Section 15.3-(1) of the Ontario Building Code Act

Date: _____

To the Secretary
Property Standards Committee
Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, ON
P0J 1K0

RE: Order to Remedy Violation of Property Standards at:

Description and Location of Property in Violation: _____

Take Notice of the appeal of the undersigned to the Property Standards Committee because of dissatisfaction with the above referenced order to remedy violation of property standards served upon the undersigned.

Name (Owner or Agent): _____

Address: _____

Telephone Number: _____

Appeal to Property Standards Committee

An owner or occupant who has been served with an order made under *The Building Code Act*, S.O. 1992, Chapter 23, Section 15.2(2) and who is not satisfied with the terms or conditions of the order may appeal to the committee by sending a NOTICE OF APPEAL by registered mail to the Secretary of the committee within fourteen days after service of the order, and, in the event that no appeal is taken, the order shall be deemed to have been confirmed. **All Notices of Appeal shall be accompanied by a non-refundable payment of fifty dollars (\$50.00).**

Signature of Owner or Authorized Agent

Community Growth and Planning

Building Department
325 Farr Drive / P.O. Box 2050
Haileybury, Ontario
P0J 1K0



Certificate of Compliance

(insert Civic Address)

Roll No. 54-18-_____ - _____ - _____.

On _____ an inspection was conducted at the above noted property. At the time of the inspection, the property was in compliance with the standards established in The City of Temiskaming Shores Property Standards By-Law No. 2018-000.

Dated this _____ day of _____, 20____.

Property Standard Officer - Name

The Corporation of the City of Temiskaming Shores

Property Standards Committee

**Rules of Procedure To Govern the Proceeding of the City of
Temiskaming Shores *Property Standards Committee***

Background

The City has had a Property Standards By-law since 2007. The By-law has continued to evolve and requires every property owner to maintain their property and buildings in good condition.

To enforce the By-law, City Council has approved the hiring of staff to investigate complaints and to require substandard properties to be brought into compliance.

In accordance with the Building Code Act a Property Standards Officer who finds a contravention of the By-law can issue an order to the owner of the property and such other persons affected by it.

An owner or occupant who has been served with an order and who is not satisfied with the terms or conditions of the order may appeal to the Property Standards Committee by sending a NOTICE OF APPEAL by registered mail to the secretary of the Committee within 14 days after being served the order.

An order that is not appealed within the time referred to above shall be deemed to be confirmed. This document is intended to establish rules of procedure for the Property Standards Committee to carry out its duties.

1. Definitions

In these rules, unless the context requires otherwise:

- 1.1. **Appellant** means a person appealing an order thereof pursuant to the By-law;
- 1.2. **By-law** means the Property Standards By-law of the City, as amended;
- 1.3. **Chair** means the elected Chair of the Committee;
- 1.4. **City** means the City of Temiskaming Shores;
- 1.5. **Committee** means the City's Property Standards Committee;
- 1.6. **Hearing** means a hearing in any proceeding of the Committee;
- 1.7. **Proceeding** means an oral hearing at which the parties or their counsel or agents attend in person before the Committee;
- 1.8. **Quorum** means where a *property standards committee* is composed of three members, two members constitute a quorum, and where a *property standards committee* is composed of more than three members, three members constitute a quorum; and
- 1.9. **Secretary** means the Secretary for the Committee.

2. Interpretation

- 2.1 These rules shall receive such fair and liberal interpretation as will best ensure the most expeditious, just and least expensive determination of every *proceeding* on its merits.
- 2.2 Where matters are not provided for in these rules, the practice shall be determined by the *Committee* hearing the *proceeding*.

3. Application

- 3.1 These rules apply to all *proceedings* of the *Committee* in the exercise of its statutory power of decision, as in the Statutory Powers Procedure Act, R.S.O. 1990, c.S22, as amended.
- 3.2 These rules do not apply if a statute or the *By-law* provides for a different procedure to govern proceedings of the *Committee* in the exercise of its statutory powers of decision.

4. Failure to Comply

- 4.1 Where a party to a *proceeding* has not complied in full with any rule, the *Committee* may:
- (a) adjourn the proceeding until it is satisfied that such rule or order has been complied with; or
 - (b) take such other steps as it considers just and reasonable.
- 4.2 No proceeding is invalid by reason only of a defect or other irregularity in form.

5. Appeal Period

- 5.1 Orders issued by a *Property Standards Officer* pursuant to subsection 15.2(2) and (3) of the Building Code Act may be served on the owner personally or by registered mail. Where service is by registered mail, the service shall be deemed to have been made of the fifth day after the day of mailing unless it can be proven to be later.
- 5.2 The appellant of the order has 14 days after being served the order to send a notice of appeal by registered mail to the *Secretary*.

6. Request for Hearing

- 6.1 Where an *appellant* submits a notice of appeal and requests a *hearing* before the *Committee*, the request for a *hearing* shall be by registered mail on the prescribed **Form PS-A-05, Appendix 05 of Schedule “A” of By-law 2012-084**.
- 6.2 When a notice of appeal is received by the *Secretary*, he/she shall confirm that the notice was sent within the allowed appeal period. Late notices are invalid and are disqualified.
- 6.3 The *Secretary* shall set the time and place of a *hearing*.
- 6.4 Once a date has been set for a *hearing*, it may not be adjourned except by notification of the *Secretary*. The reason for adjournment must be reasonable and justified.

6.5 Notice of the *hearing* shall be sent by the *Secretary* in writing to all parties affected by the order at least 14 days in advance of the *hearing*.

7. **Failure to Attend**

Where a person is properly notified of a *hearing* and does not attend at the time and place appointed, the *Committee* may proceed in that person’s absence and without further notice to that person.

8. **Filing**

8.1 Filing of any document, excluding the request for the appeal (see Procedure No. 6), may be effected by personal delivery or registered mail, to the *Secretary*.

8.2 Where a document is filed, the date of the receipt stamp on the document shall be deemed to be the date of the filing, unless the *Committee* orders otherwise.

8.3 Where the *Committee* or the *City* has no record of the receipt of a document alleged to have been filed, the document shall be deemed not to have been filed, unless the *Committee* orders otherwise.

9. **Selecting a Chair and Secretary**

9.1 At the first meeting of the *Committee*’s term, the members shall select a *Chair* from among themselves. When the *Chair* is absent through illness or otherwise, the *Committee* may appoint another member as Acting *Chair*.

9.2 The *City* shall provide a *Secretary* for the *Committee*.

9.3 The *Secretary* shall keep on file records of all official business of the *Committee*, including records of all applications and minutes of all decisions respecting these applications.

10. **Exhibits**

All parties to a *hearing*, particularly solicitors and agents, shall be required to bring to the *hearing* a sufficient number of copies for *Committee* members and opposing counsel of clear photos and/or other documents to be entered as evidence or exhibits.

11. **Conduct of Proceedings**

11.1 Proceeding may be conducted in person only.

11.2 An *in-person proceeding* shall be conducted in the following order of presentation, unless the *Chair* directs otherwise:

- (a) The *Chair* shall call the meeting to order after confirming a *quorum* of the *Committee* is present;
- (b) The *Chair* shall explain to those in attendance at the *hearing* the format of the *proceedings* and the specific purpose of the *hearing*. The *Chair* should advise those present that the *Committee* will only be considering the compliance and non-compliance of a property or building with respect to the standards of the *By-law*, and the time granted for compliance. All evidence should therefore be restricted to these matters. The *hearing*

is not for determining the resolution of any landlord and tenant disputes;

- (c) The *Chair* shall solicit from those *Committee* members in attendance at the *hearing* any conflicts of pecuniary interest or other interest in any matter on the agenda for consideration;
- (d) The Property Standards Officer shall make an opening address and provide evidence;
- (e) The *appellant* shall make an opening address and provide evidence;
- (f) Where there are two or more *appellants*, the order of presentation shall be as directed by the *Chair*; and
- (g) The Committee may at any time during a *proceeding*, ask questions of any party providing evidence.

12. Committee Decisions

12.1 Upon receiving all of the evidence, the *Committee* shall make a decision, and make their decision known to the affected parties.

12.2 The Committee may decide;

- (a) to uphold the order in whole or in part, with no additional time granted for compliance;
- (b) to uphold the order in whole or in part with additional time granted for all or some of the deficiencies to be complied with;
- (c) to remove any items from the order that have already been complied with, or have been determined to be invalid;
- (d) to modify any item within the order in any manner seen fit by the *Committee*; or
- (e) to rescind the order, in whole or in part

12.3 The Chair upon rendering the *Committee's* decision should inform the *appellant* of their rights to appeal a decision of the *Committee* to a Judge of the Superior Court of Justice pursuant to the Building Code Act.

12.4 The *Secretary* shall prepare a written record of the *hearing* including minutes of the *hearing* and the decision (with conditions, if applicable).

12.5 The *Secretary* should arrange for the required signature(s) on the decision, prior to mailing it to the *appellant* and providing a copy to the Property Standards Officer. The *Chair* shall sign the decision on behalf of all *Committee* members present at the *hearing*.

12.6 The *Secretary* shall send the decision to the *appellant* by registered mail.

13. Right to Appeal a Committee Decision

The *City* or any owner or occupant or person affected by a decision under subsection 15.3(3.1) of the Building Code Act, may appeal to the Superior Court of Justice by notifying the *City* Clerk of the *City*

of Temiskaming Shores in writing and by applying to the court, within 14 days after a copy of the decision is sent.

14. Order Confirmation

An order that is deemed to be confirmed pursuant to subsection 15.3(2), of the Building Code Act or that is confirmed or modified by the *Committee* under subsection 15.3(3), of the Building Code Act or a Judge under subsection 15.3(6), of the Building Code Act as the case may be, shall be final and binding upon the owner and occupant who shall carry out the repair or demolition within the time and manner specified in the order.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-082

**Being a by-law to enter into an agreement with M & L
Supply (Fire & Safety) for the supply and delivery of Self
Contained Breathing Apparatus for the Temiskaming
Shores Fire Department**

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. PPP-003-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with M&L Supply for the supply and delivery of Self Contained Breathing Apparatus (SCBA) for the Temiskaming Shores Fire Department at an upset amount of \$260,967.50 plus applicable taxes for consideration at the May 1, 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 M&L Supply for the supply and delivery of Self Contained Breathing Apparatus (SCBA) for the Temiskaming Shores Fire Department at an upset amount of \$260,967.50 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 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-082

Agreement between

The Corporation of the City of Temiskaming Shores

and

M&L Supply (Fire & Safety)

for the supply and delivery of Self-Contained Breathing Apparatus for the Temiskaming Shores Fire Department

This agreement made in duplicate this 1st day of May, 2018.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called "the Owner")

and

M&L Supply (Fire & Safety)

(hereinafter called "the Supplier")

Witnesseth:

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

Article I:

The Supplier will:

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

**Corporation of the City of Temiskaming Shores
SCBA Replacement
Proposal No. PPP-RFP-002-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Form of Agreement, attached hereto as Appendix 01 and forming part of this agreement.
- c) Complete, as certified by the Fire Chief all the work by **November 1st, 2018.**

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the material and services aforesaid **Two Hundred and Sixty Thousand, Nine Hundred and Sixty-Seven Dollars and Fifty Cents (\$260,967.50) plus applicable taxes** for the supply and delivery of Self-Contained Breathing Apparatus (SCBA).
- 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 shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the

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

The Supplier:

M&L Supply (Fire & Safety)
14935 City Road # 2
Ingleside, Ontario
K0C 1M0

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)

Supplier's Seal)
(if applicable))

Municipal Seal)

M&L Supply (Fire & Safety)

Signature
Name: _____
Title: _____

Witness – Signature
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. 2018-082

Form of Agreement

		QUOTATION Temiskaming Shores REVISION TO RFP-002-2018		
3635112 CANADA INC. O/A M&L SUPPLY, FIRE & SAFETY 14935 CTY RD #2 INGLESIDE, ON K0C 1M0 866-445-3473				
PART NUMBER	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
SC-X3212021000302	2.2 AP75, SH PTRK -	40	\$5,500.00	\$220,000.00
USED CF	USED CARBON FIBRE CYLINDERS (QTY 36 VARIOUS AGES - LIST ATTACHED)	1	\$24,067.50	\$24,067.50
SC-201215-22	Assy,AV3 HT W/4PT KEV, RED,M	50	\$338.00	\$16,900.00
SC-805534-01	FLEECE FP BAG	70	\$0.00	\$0.00
SC-210215-22	Assy,AV3 HT W/4PT KEV, RED,M**	20	\$0.00	\$0.00
FIT TEST	INITIAL FIT TESTING	70	\$0.00	\$0.00
			SUBTOTAL	\$260,967.50
			HST	\$ 33,925.78
			TOTAL	<u>\$294,893.28</u>

NOTES/CHANGES REMOVED DUAL EBSS
 REMOVED FLOW TESTING
 REMOVED NEW CYLINDERS ADDED QUOTE FOR USED CF CYLINDERS

 TEMISKAMING HAS 93 USABLE CYLINDERS IN THEIR CURRENT INVENTORY

The Corporation of the City of Temiskaming Shores

By-law No. 2018-083

**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 May 1, 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 **May 1, 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 1st day of May, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen