



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, July 10, 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 – June 19, 2018
- b) Special meeting of Council – June 28, 2018

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

7.1. *Zoning By-law Amendment (ZBA-2018-01)*

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

Subject Land: Parts 1 & 2 on Plan 54R-6021 (Grant Drive)

Purpose: Site-specific amendment to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the construction of two buildings with four residential units in each building (total of 8 units).

8. **Question and Answer Period**

9. **Presentations / Delegations**

10. **Communications**

a) Craig Reid, Senior Policy Advisor – Association of Municipalities Ontario (AMO)

Re: Request for Support – North American Free Trade Agreement

Reference: Received for Information

b) Rose Marie Raymond-Simmons, HR Manager – Grant Ag. Corp.

Re: Invitation – Annual Crop Day – July 19, 2018

Reference: Received for Information

Draft Motion

Be it resolved that City Council agrees to deal with Communication Items 10. a) to 10. b) 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 May 16, 2018;
- b) Minutes of the Temiskaming Shores Committee of Adjustment meeting held on May 30, 2018; and
- c) Minutes of the Building Maintenance Committee meeting held on June 21, 2018.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Recreation Committee meeting held on May 14, 2018

13. Reports by Members of Council

14. Notice of Motions

15. New Business

- a) **Northern Policy Institute – State of the North Conference and Northern Ontario Business Awards**

Draft Motion

Be it resolved that Council approves the attendance of Mayor Kidd and Councillors _____ and _____ to the State of the North

Conference scheduled for September 26 & 27, 2018 in North Bay as well as the Northern Ontario Business Awards scheduled for September 26, 2018 in North Bay; and

That if be further resolved that the expenses incurred in attending the said conference be covered in accordance to the Municipal Business Travel and Expense Policy.

b) Proclamation – Lifesaving Society Temiskaming Branch No. 27 – National Drowning Prevention Week

Draft Motion

Whereas the Lifesaving Society is a national, charitable organization working to prevent drowning and reduce water-related injury through training programs, Water Smart ® public education, drowning research and aquatic safety standards; and

Whereas almost 500 people die every year in Canada from drowning; and

Whereas National Drowning Prevention Week is one of the Society's leading public education initiatives with events taking place across the country to focus media and community attention on the drowning problem and drowning prevention; and

Whereas if every Canadian followed three steps; supervise children in and around water, refrain from alcohol during aquatic activities and wear personal flotation device/lifejacket when boating, we could greatly reduce Canada's drowning rate.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims July 15 to 22, 2018 as “**National Drowning Prevention Week**” in the City of Temiskaming Shores.

c) Memo No. 015-2018-PW – Amendment to By-law No. 2015-128 – Landfill Tipping Fees

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2015-128, more specifically Appendix 03 Tipping Fees, for consideration

at the July 10, 2018 Regular Council meeting.

d) Memo No. 016-2018-PW – Amendment to By-law No. 2012-032 Sewerage System Use By-law

Draft Motion

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

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-032 (Sewerage System Use By-law) to clarify responsibilities related to Closed Circuit Television Inspections for consideration at the July 10, 2018 Regular Council meeting.

e) Administrative Report No. PW-034-2018 – Tender Award (Engineering Services) – Accessibility Upgrades to the Don Shepherdson Memorial Arena and New Liskeard Community Hall

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-034-2018; and

That Council directs staff to prepare the necessary by-law and agreement with Greenview Environmental Management for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989 plus applicable taxes for consideration at the July 10, 2018 Regular Council meeting.

f) Memo No. 006-2018-CGP – Explore Your Options – Final Report

Draft Motion

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

That Council accepts the *Explore Your Options* Final Report for information purposes.

g) January to June 2018 Year-to-Date – Capital Financial Report

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to June 2018 Year-to-Date Capital Financial Report for information purposes.

h) Memo No. 023-2018-CS – Cost Sharing Agreement with 2373775 Ontario Inc. – Beach Gardens Development

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 023-2018-CS; and

That Council directs staff to prepare the necessary by-law to enter into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system associated with the Beach Gardens Development for consideration at the July 10, 2018 Regular Council meeting.

i) Administrative Report No. CS-027-2018 – Stop up & Close – portions of Andrew Street and King Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-027-2018;

That Council directs staff to prepare the necessary by-law for the stopping up and closing of a portion of Andrew Street and King Street for consideration at the July 10, 2018 Regular Council meeting; and

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

j) Administrative Report No. CS-028-2018 – Brokerage Services for the provision of Municipal Insurance

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby

acknowledges receipt of Administrative Report No. CS-027-2018; and

That Council hereby renews its agreement with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services (as authorized by By-law No. 2017-091) at a premium of \$247,770 plus applicable taxes for the second year.

k) Administrative Report No. CS-029-2018 – Land Sale – Portion of Birch Street

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-029-2018; and

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

l) Administrative Report No. CS-030-2018 – Delegation of Authority to City Manager during “Lame Duck” period

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2018;

That Council directs staff to prepare the necessary by-law delegating the following authority to the City Manager from July 27, 2018 to December 1, 2018 if required:

- (a) Financial signing authority for expenditures outside the current budget exceeding \$50,000;
- (b) Disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal;
- (c) Authority to hire or remove any officer from/to employment with the City of Temiskaming Shores;
- (d) Authority to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget; and

That Council directs the City Manager to submit an information report to Council if the delegation of authority has been exercised.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2018-107 A by-law to authorize certain new capital works of The Corporation of the City of Temiskaming Shores; to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such capital works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

By-law No. 2018-108 A by-law to authorize the borrowing upon Serial Debentures in the principal amount of \$583,270.13 towards the cost of 2018 Fleet Replacement

By-law No. 2018-109 Being a by-law to amend By-law No. 2015-128 (Landfill Tipping Fees)

By-law No. 2018-110 Being a by-law to Stop up and Close a Highway – a portion of Andrew Street and King Street

By-law No. 2018-111 Being a by-law to amend By-law No. 2012-032 (Sewerage System Use By-law) to clarify responsibilities related to Closed Circuit Television Camera Inspections

By-law No. 2018-112 Being a by-law to enter into an agreement with Greenview Environmental Management for engineering services (Accessibility Upgrades at the Don Shepherdson Memorial Arena and New Liskeard Community Hall)

By-law No. 2018-113 Being a by-law to enter into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system associated with the Beach Garden Development

By-law No. 2018-114 Being a by-law to Delegate Authority to the City Manager for certain Acts during a “Lame Duck” period

be hereby introduced and given first and second reading.

Draft Motion

By-law No. 2018-107;

By-law No. 2018-108;

By-law No. 2018-109;

By-law No. 2018-110;

By-law No. 2018-111;

By-law No. 2018-112;

By-law No. 2018-113; and

By-law No. 2018-114

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, August 14, 2018 at 6:00 p.m.
- b) Regular – Tuesday, September 11, 2018 at 6:00 p.m.

18. Question and Answer Period

19. Closed Session

20. Confirming By-law

Draft Motion

Be it resolved that By-law No. 2018-115 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Special meeting held on **June 28, 2018** and its Regular meeting held on **July 10, 2018** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2018-115 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, June 19, 2018
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

Present: Christopher W Oslund, City Manager
David B. Treen Municipal Clerk
Tammie Caldwell, Director of Recreation
Shelly Zubyck, Director of Corporate Services
Tim Uttley, Fire Chief
Jennifer Pye, Planner
Rebecca Hunt, Library CEO
Clayton Seymour, Chief Building Official

Regrets: Councillor Foley

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

Members of the Public Present: 40

3. Review of Revisions or Deletions to Agenda

None

4. Approval of Agenda

Resolution No. 2018-296

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2018-297

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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

a) Regular meeting of Council – June 5, 2018

Carried

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

7.1. Land Purchase Request (LM-2017-01) – 113 King Street

Requester: Shawn Fraser

Subject Land: Part 1 to 5 on Plan 54R-6026

Purpose: To acquire lands to eliminate encroachment and increase land base to permit future accessory structures (i.e. garage).

Mayor Kidd indicated that the public meeting scheduled tonight is to consider an application to purchase municipally owned property and that the public meeting serves two purposes: first, to present to Council and the public the details and

background to the proposed purchase and secondly, to receive comments from the public and agencies before a decision is made by Council.

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

Municipal Clerk, Dave Treen utilizing powerpoint outlined that Mr. Shawn Fraser met with staff seeking to acquire additional land to eliminate an existing encroachment agreement as well as room for the future construction of a garage. It was indicated that the residence utilizes municipal water and is on a private septic system (holding tank) and Mr. Fraser is also looking to enter into an Easement Agreement for a sanitary pumping system to the existing municipal collection system.

It was noted that a Reference Plan had to be prepared and that Mr. Fraser is looking at acquire Parts 1 to 5 on Plan 54R-6026. Council did consider Administrative Report CS-019-2018 at the June 5, 2018 Regular Council meeting and depending on the comments received as part of the public meeting Council will be considering a by-law for the sanitary easement as well as a by-law for the Purchase and Sale of Parts 1 to 5 on Plan 54R-6026.

Mayor Kidd inquired if there were questions or comments from members of the public. With none, Mayor Kidd inquired if there were any questions or comments from Council.

With no questions or comments Mayor Kidd declared this portion of the public meeting to be closed and advised that Council will give due consideration to the proposed by-laws.

Resolution No. 2018-298

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges the presentation from the Clerk in regards Land Matter LM-2017-01 at 113 King Street for information purposes.

Carried

8. Question and Answer Period

Molly Ward – Niven St. S.

Molly Ward (Niven Street S.) outlined that she is very pleased to have a municipal water service; however the roadbase in front of her property was raised 18” and it was apparent that it would be difficult to exit the driveway. Molly indicated that she

met with the Director of Public Works in regards to the matter and outlined that the road needed to be sloped towards the west as there is a ditch on that side and none on the east side – assured that everything would be fine and not to worry.

Molly outlined that unfortunately the road does not slope towards the west and every time it rains properties are flooded and in the early spring there was an ice bed of 2” in the front yard. Molly is requesting that Council find a solution to a problem to an engineering project approved by the City.

Molly feels that she had done her part by bringing the issue forward prior to the surface treatment and provided various pictures of the situation.

Mayor Kidd thanked Molly for the presentation and outlined that the City will have a look at the situation and determine if there is a solution.

Susan Despres – 28 King St.

Susan indicated that as of March 29, 2018 a couple moved in next door with three (3) huge dogs, one of which she has been attacked by – animal control has been over twice and nothing has been done. There are huge piles of poop throughout the yard and the dogs use the deck as a bathroom.

Several staff have visited the site to no avail and has requested copies of various inspection reports. Staff is indicating that nothing can be done about the situation. The deck is in close proximity to their property and would like to know what the by-laws say and is very concerned for any visitors (kids & grandkids) in regards to dog attacks.

Susan indicated that she has contacted the SCPA office and they indicated that all feces should be picked up right away and that the local municipality has the ability to enforce such. Susan inquired as to why is the dog feces not picked up every day, and why are dogs allowed to poop on the deck. Susan is asking that something be done.

Mayor Kidd thanked Susan for the presentation and outlined that he is not certain what exactly can be done; but would have it added to the next Protection to Persons and Property (PPP) Committee meeting.

9. Presentations / Delegations

a) Carman Kidd, Mayor – Temiskaming Shores

Re: Retirement – Brenda Mercier

Mayor Kidd, on behalf of Council and Staff presented Brenda Mercier with a gift on her retirement for close to 30 years of service to the City.

b) John Vanthof, MPP and Mayor Carman Kidd

Re: Appreciation Award to Sharon Graydon

MPP John Vanthof indicated that on April 17th, 2018, the Ministry of Citizenship and Immigration hosted an award Ceremony for twelve individuals and four organizations honoring the June Callwood Outstanding Achievement Award for Voluntarism for commitment to volunteering and longstanding service to their communities.

June Rose Callwood, CC O.Ont, LL.d, was a Canadian Journalist, author and social activist and was one of Canada's most famous social justice activists. Callwood founded or co-founded more than 50 Canadian social action organizations, including Casey House, a Toronto hospice for people with AIDs; PEN Canada; the Canadian Civil Liberties Association; and Feminists Against Censorship.

The June Callwood Outstanding Achievement Award for Voluntarism recognizes individuals and groups who have made an exceptional contribution to voluntarism in Ontario, whether by volunteering their time, efforts, knowledge or resources.

John indicated that Sharron Graydon was one of the twelve recipients of this prestigious award – Sharron was recognized for her involvement in the New Liskeard Figure Skating Club, the Canadian Figure Skating Association James Bay Region, the New Liskeard Fall Fair and Friends of Festivals New Liskeard Harvest Queen, the New Liskeard Fall Fair Children's Parade, the International Plowing Match, the CATSCAN Foundation Fundraising Committee, and literally hundreds of special events and activities in our community.

Mayor Carman Kidd stated that Sharron has been an integral part of our community network and has lent her never ending supply of enthusiasm, dedication and hard work to many facets of the community and continues to do so today. She has touched every segment of the community – children, youth, families, adults and seniors and has played an integral part in the success of the business sector, sport, recreation, culture, health, agriculture and overall civic pride."

Both John and Carman presented Sharon with the June Callwood Outstanding Achievement Award for Voluntarism.

c) Rebecca Hunt, Library CEO – Temiskaming Shores Public Library

Re: Library Surveys/Public Consultations – Social Return on Investment

Library CEO, Rebecca Hunt thanked Council for the opportunity to report on the results of the library services consultations held in March and April of this year,

and to report on the Library Value Study that was carried out over the past several years by Ontario Library Services North and Nordik Institute out of Sault Ste. Marie.

Rebecca provided an overview of the services that are currently provided along the lines of traditional library services, such as the circulation of books, magazines and DVDs and children's programming, but we have some less traditional services as well, such as backpacks for loan, a Digital Creator Space and volunteer opportunities for students.

The branch libraries are open Tuesday through Friday, 11-8, Saturdays 10-4. The New Liskeard Branch has about 3,600 square feet of usable space. The Haileybury Branch has about 4,200 square feet of public space.

It was noted that the library board engaged the community in discussions about library services, for the strategic planning process and because of the discussions surrounding the potential move of the New Liskeard Branch to a new location. The survey results indicate that respondents either drive or walk to the library branches; and that they mostly use the library in the afternoons. Library hours were frequently cited in the library wish list and barriers to accessing library services.

It was indicated that the top five services respondents access are Books / Magazines, Wifi, Computers, DVDs and Pet tags/bus tickets and passes. Other frequently accessed services are library programs, printing, faxing and photocopying, the used book sales in the branches, circulation of other library items, the community bulletin board information and the genealogy information and microfilm reader. A programming room, more space/modern facility, more or different hours and accessibility to the New Liskeard Branch were also high on the wish list. The three top barriers identified were library hours, accessibility, and respondent's own work or school hours or that they have little or no time.

Library operations are funded primarily with taxpayer dollars. In Temiskaming Shores this accounts for 81% of library revenues. The library's operational budget comprises about 3% of the total municipal budget of the City of Temiskaming Shores.

In 2017 the library received \$27,154 through self-generated funds; \$39,257 from Grant funding; \$23,560 from Provincial funding and \$379,794 from Municipal and contract funding. The libraries serve the City as well as five townships that contract for library services: Hudson, Harley, Casey, Kerns and the Township of Hilliard.

In 2016 Ontario Library Services North received funding from the Ministry of Tourism, Culture and Sports Ontario Library Capacity Research and Innovation fund to carry out a study on the Social Return on Investment (SROI) of libraries in Northern Ontario. The social return on investment assesses three main areas: direct spending, direct benefits, and indirect benefit. **Direct spending** means the

actual dollars spent in the community (salaries, materials, maintenance, etc.); **Direct or tangible benefits** consider the monetary value of services against the market cost of replacement. For example, access to free wifi is a direct and tangible benefit that accrues from the services the libraries provide, as is employment. This is not about money generated. **Indirect (intangible) benefits** can provide real business value. In this study, examples include the increased health benefits for reduced social isolation that occurs when people use their library regularly to access programs and services.

Nordik Institute from Sault Ste. Marie was retained to conduct a critical review of the literature and consult with six pilot communities in Northern Ontario, including Temiskaming Shores to develop a new framework for understanding and valuing libraries. During the study it was found that there were seven (7) sectors in common across the six communities, and the literature review confirmed that these sectors are found in varying degrees in most libraries.

Rebecca illustrated the Total Social Return on Investment via two charts. The first chart right showed the total economic benefit measured in dollars for each of the seven (7) sectors. The second chart shows the economic benefit of library services per resident based on a service population of 11,700 including the contracting townships, per household based on 5,452 households, and per one open hour. The total social return on investment is \$11.93 per \$1 invested by the municipality; the total amount contributed by the municipality to library services in 2017 was \$455,454 resulting in a total economic benefit of \$4,680,190.

Mayor Kidd thanked Rebecca for the presentation.

Resolution No. 2018-299

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that Council of the City of Temiskaming Shores hereby acknowledges the presentation from the Library CEO, Rebecca Hunt in regards to the Library Services Consultation results and Library Value Study.

Carried

- d) Steve Acland, CA – Municipal Auditor – Kemp, Elliott & Blair LLP and Laura-Lee MacLeod, Treasurer

Re: 2017 Consolidated Audited Financial Statements

Municipal Auditor, Steve Acland indicated that the opinion that the audited financial statements present fairly in all material respects the financial position of the City of Temiskaming Shores as at December 31, 2017 and its operations, changed net financial assets, debt and cash flows.

Treasurer, Laura-Lee, utilizing powerpoint reviewed portions of the Consolidated Financial Statement position. The Financial Assets of the City equated to just over \$11.2 M, which includes Cash, taxes receivable, accounts receivable, inventories for resale and long-term receivable. Liabilities are just over \$15.1 M resulting in a municipal debt of just over \$3.8 M; however the non-financial assets amount to just over \$75.3 M. The Consolidated Statement of Operations illustrates revenues for 2017 of \$32.0 M and expenditures of \$26.7 M giving an annual surplus of \$5.4 M.

Laura indicated that the 2017 budget anticipated a \$791,000 surplus and actuals came it at a \$2.9 M surplus; \$1.3 M of that relates to capital project expenditures whereas some projects came in under budget, were cancelled or were delayed to 2018.

Mayor Kidd thanked Laura and Steve for the presentation.

Resolution No. 2018-300

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2017 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to provide public notice that a copy of the 2017 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act 2001.

Carried

10. Communications

- a) Betty Smallwood, Program Manager – Timiskaming Elder Abuse Task Force

Re: Proclamation – World Elder Abuse Awareness Day 2018

Reference: Motion to be presented under New Business

- b) Dean Franks, Xavier Grenier-Ducharme, Emilie Huppé – Haileybury Beach Guards

Re: Proclamation – National Drowning Prevention Week – July 15, 22, 2018

Reference: Received for Information

Resolution No. 2018-301

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

11. Committees of Council – Community and Regional

Resolution No. 2018-302

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

- a) Minutes of the Timiskaming Board of Health meeting held on April 25, 2018; and
- b) Minutes of the Temiskaming Transit Committee meeting held on May 16, 2018.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2018-303

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

- a) Minutes of the Building Maintenance Committee meeting held on May 15, 2018;
- b) Minutes of the Protection to Persons and Property Committee meeting held on May 15, 2018; and
- c) Minutes of the Public Works Committee meeting held on May 15, 2018.

Carried

13. Reports by Members of Council

Councillor Jelly reported on the following:

- DTSSAB attended a Northern Ontario Service Delivery Association convention in Timmins last weekend. There were very good presentations along with various LHINs and the CAO of the Sudbury Regional Health Centre.

Councillor McArthur reported on the following:

- Recreation With the disbandment of the Cobalt/Coleman Kiwanis Club all recreation funds have been transferred to The Temiskaming Foundation for utilization by any boy or girl from Cobalt or Coleman to register in any sports activity or program in Temiskaming Shores; for more information you can contact the Town of Cobalt.

Councillor Whalen reported on the following:

- TMA The Timiskaming Municipal Association will not be meeting again until September 27, 2018 simply due to the 2018 Municipal Election.

Mayor Kidd reported on the following:

- 25th Anniversary (K-1 Legion) attended a luncheon to celebrate the 25th anniversary. A lot of the former and present board members were in attendance as well.

14. Notice of Motions

None

15. New Business

- a) **Support – Township of Coleman – Request for Flypast during Remembrance Day Ceremonies**

Resolution No. 2018-304

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Whereas Remembrance Day ceremonies are important for expressing our appreciation in honour of Canada's veterans, those who have fallen in the service of our Country, and to observe and acknowledge the courage of all those who continue to serve today.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Royal Canadian Airforce (RCAF) to participate

with a flypast, during Remembrance Day ceremonies across the Timiskaming District, as we honour and remember all those who have served and sacrificed for all of Canada; and

Further that a copy of this resolution be sent to the Honourable Jarjit Sajjan, Minister of National Defence, the Honourable Seamus O'Regan, Minister of Veterans Affairs and the Township of Coleman.

Carried

b) Proclamation – June 15, 2018 - World Elder Abuse Awareness Day 2018

Resolution No. 2018-305

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Whereas in 2006 the International Network for the Prevention of Elder Abuse, in support of the United Nations International Plan of Action, proclaimed a day to recognize the significance of elder abuse as a public health and human rights issue; and

Whereas 2018 marks the 12th Annual World Elder Abuse Awareness Day; its recognition will promote a better understanding of abuse and neglect of older adults as activities are organized around the world; and

Whereas throughout the world, Elder Abuse is largely unrecognized or treated as a hidden problem, and no country is immune to this costly public health and human rights crisis; and

Whereas locally, hundreds of seniors are at risk of being abused each year; and

Whereas ageism is a major cause of elder abuse (where there is respect there can be no abuse); therefore, society is urged to Stop Abuse and Restore Respect.

Now therefore the Council of the City of Temiskaming Shores hereby proclaims June 15, 2018 as **“World Elder Abuse Awareness Day”** and urges all citizens to recognize the concerns of older adults and their ongoing contributions to the success and vitality of the City of Temiskaming Shores.

Carried

c) Memo No. 004-2018-CGP – Transfer of Vehicle Lease – Enterprise Temiskaming to South Temiskaming Communities Futures Development Corporation

Resolution No. 2018-306

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

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

That Council hereby directs staff to prepare the necessary by-law to repeal By-law No. 2017-067 being a by-law to authorize the entering into a Vehicle Lease Agreement with Tri-Town Toyota for use by Enterprise Temiskaming as the City has divested the Enterprise Temiskaming program to the South Temiskaming Community Futures Development Corporation for consideration at the June 19, 2018 Regular Council meeting.

Carried

d) Memo No. 005-2018-CGP – Deeming By-law for 265 and 267 Crystal Crescent (Lots 22 and 23 on Plan 54M-360)

Resolution No. 2018-307

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

Whereas Nick Kostyc, owner of 267 Crystal Crescent would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

Whereas the owner has acknowledged that registration of the pending deeming by-law on title will be at his expense;

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 22 and 23 on Plan 54M-360 to no longer be Lots on a Plan of Subdivision for consideration at the June 19, 2018 Regular Council meeting.

Carried

e) Memo No. 022-2018-CS – Repeal of By-law No. 2009-054 Site Plan Control Assurances

Resolution No. 2018-308

Moved by: Councillor Jelly
Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 022-2018-CS; and

That Council hereby directs staff to prepare the necessary by-law to repeal By-law No. 2009-054 being a by-law to adopt a Policy with respect to Site Plan Control Assurances for consideration at the June 19, 2018 Regular Council meeting.

Carried

f) Administrative Report No. CS-025-2018 – Lease Reassignment – Dr. Danill Subbotin Dentistry Professional Corporation

Resolution No. 2018-309

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

That Council directs staff to prepare the necessary by-laws (2) and lease agreements with Dr. Daniil Subbotin Dentistry Professional Corporation for the use of office space in the Haileybury Medical Center and the repeal of By-laws No. 2013-087 and No. 2014-002 (Dr. Bakalov) conditional on the transaction between Dr. Subbotin and Dr. Bakalov for consideration at the July 10, 2018 Regular Council meeting.

Carried

g) Administrative Report No. CS-024-2018 – Request for Support – St. Paul & St. John Anglican Church Hall

Resolution No. 2018-310

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

That Council agrees to provide the following in-kind support to St. Paul & St. John Anglican Church relating to the construction of a new Church Hall:

- Installation of a one-inch water service to the property line estimated at a cost of \$10,000
- Waiving the Site Plan Agreement fees estimated at \$565
- Waiving the Building Permit fees estimated at \$4,556

Carried

h) Administrative Report No. PPP-004-2018 – Appointment of Volunteer Firefighter

Resolution No. 2018-311

Moved by: Councillor Jelly

Seconded by: Councillor Whalen

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PPP-004-2018;

That Council hereby appoints Codey Sheppard as a Volunteer Firefighter to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

Carried

i) Memo No. 014-2018-PW – Repeal of By-law No. 2018-025 – acquisition of On-board Video Surveillance System from Radio Engineering Industries Inc.

Resolution No. 2018-312

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Memo No. 014-2018-PW;

That Council acknowledges the Termination Agreement between Metrolinx and Radio Engineering Industries Inc.; and

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2018-025 being an agreement with Radio Engineering Industries Inc. for consideration at the June 19, 2018 Regular Council meeting.

Carried

16. By-laws

Resolution No. 2018-313

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that:

By-law No. 2018-099 Being a by-law to enter into an Encroachment Agreement with Nancy E. Cassidy and Gerald J. Brandon (484 Ferguson Avenue)

By-law No. 2018-100 Being a by-law to authorize the Sale of Land to Shawn Fraser (113 King Street)

By-law No. 2018-101 Being a by-law to enter into an Easement Agreement with Shawn Fraser – Water and Sanitary services (113 King Street)

By-law No. 2018-102 Being a by-law to repeal By-law No. 2018-025 (Agreement with Radio Engineering Industries Inc. for the supply and installation of On-Board Video Surveillance System for the Temiskaming Transit)

By-law No. 2018-103 Being a by-law to repeal By-law No. 2017-067 (Vehicle Lease Agreement with Tri-Town Toyota – Enterprise Temiskaming)

By-law No. 2018-104 Being a by-law to repeal By-law No. 2009-054 (Site Plan Control Assurances Policy)

By-law No. 2018-105 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 265 and 267 Crystal Crescent – Roll Nos. 54-18-020-002-144.23 and 54-18-020-002-144.24

be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-314

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

By-law No. 2018-099;

By-law No. 2018-100;

By-law No. 2018-101;

By-law No. 2018-102;

By-law No. 2018-103;
By-law No. 2018-104; and
By-law No. 2018-105

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, July 10, 2018 at 6:00 p.m.
- b) Regular – Tuesday, August 14, 2018 at 6:00 p.m.

18. Question and Answer Period

Ray Lafluer inquired if the yellow bollards could be utilized as opposed to the original white ones which seem to be more durable. Ray is recommended that when a white bollard is knocked over that it be replaced with the more durable yellow bollard.

Director of Recreation, Tammie Caldwell indicated that twenty (20) have been budgeted and ordered for 2018 and installed. Staff will review some of the higher traffic areas in preparation for the 2019 budget.

Ray also had a concern with the portable orange construction bollards impeding the STATO trail along Lakeshore Road north of the Haileybury Library. It was noted that either this week or next week crews are scheduled to line paint and re-install the bollards.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2018-315

Moved by: Councillor McArthur
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2018-106 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 **June 19, 2018** be hereby introduced and given first and second reading.

Carried

Resolution No. 2018-316

Moved by: Councillor Jelly
Seconded by: Councillor Whalen

Be it resolved that By-law No. 2018-106 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2018-317

Moved by: Councillor Laferriere
Seconded by: Councillor Hewitt

Be it resolved that City Council adjourns at 7:40 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores
Special Meeting of Council
Thursday, June 28, 2018
12:00 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 12:00 p.m.

2. Roll Call

Council: Mayor Carman Kidd; Councillors Doug Jelly, Mike McArthur and Danny Whalen

Present: David B. Treen Municipal Clerk
Shelly Zubyck, Director of Corporate Services
Jennifer Pye, Planner
Clayton Seymour, Chief Building Official

Regrets: Councillors Jesse Foley, Patricia Hewitt and Jeff Laferriere

Media: None

Members of the Public Present: 0

3. Approval of Agenda

Resolution No. 2018-318

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

Carried

4. Declaration of Special Council Meeting

Resolution No. 2018-319

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Closed Session

Resolution No. 2018-320

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council agrees to convene in Closed Session at 12:02 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (h) of the Municipal Act, 2001 – information explicitly supplied in confidence to the municipality or local board by Canada, a province or territory or a Crown agency of any of them – Funding Application – Affordable Seniors Housing Project**

Carried

Resolution No. 2018-321

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that Council agrees to rise with report from Closed Session at 12:30 p.m.

Carried

Matters from Closed Session

- a) **Under Section 239 (2) (h) of the Municipal Act, 2001 – information explicitly supplied in confidence to the municipality or local board by**

Canada, a province or territory or a Crown agency of any of them – Funding Application – Affordable Seniors Housing Project

Resolution No. 2018-322

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that Council for the City of Temiskaming Shores acknowledges the presentation from Mayor Kidd in regards to the Temiskaming Shores Seniors Housing Corporation's Affordable Seniors Housing Project Funding Application to the Canada Mortgage and Housing Corporation under the National Housing Co-Investment Fund – New Construction System;

That Council hereby agrees in principle to partner in the project and provide the following in-kind support to the Affordable Seniors Housing Project:

- Donation of Parts 3 & 4 on Plan 54R-6021 valued at \$216,115;
- Installation of water and sanitary service laterals to the property line;
- Waiving the Site Plan Control Agreement fees estimated at \$600;
- Waiving the Zoning By-law Amendment fees estimated at \$1,000;
- Waiving of the Building Permit fees estimated at \$ 65,000;
- Implementation of a Property Tax Rebate Program (Municipal portion only) over five years estimated at \$ 905,600

Carried

7. Adjournment

Resolution No. 2018-323

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 12:33 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen

Public Meeting – Zoning By-law Amendment



Zoning By-law Amendment

Application No.: ZBA-2018-01

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

Subject Land:

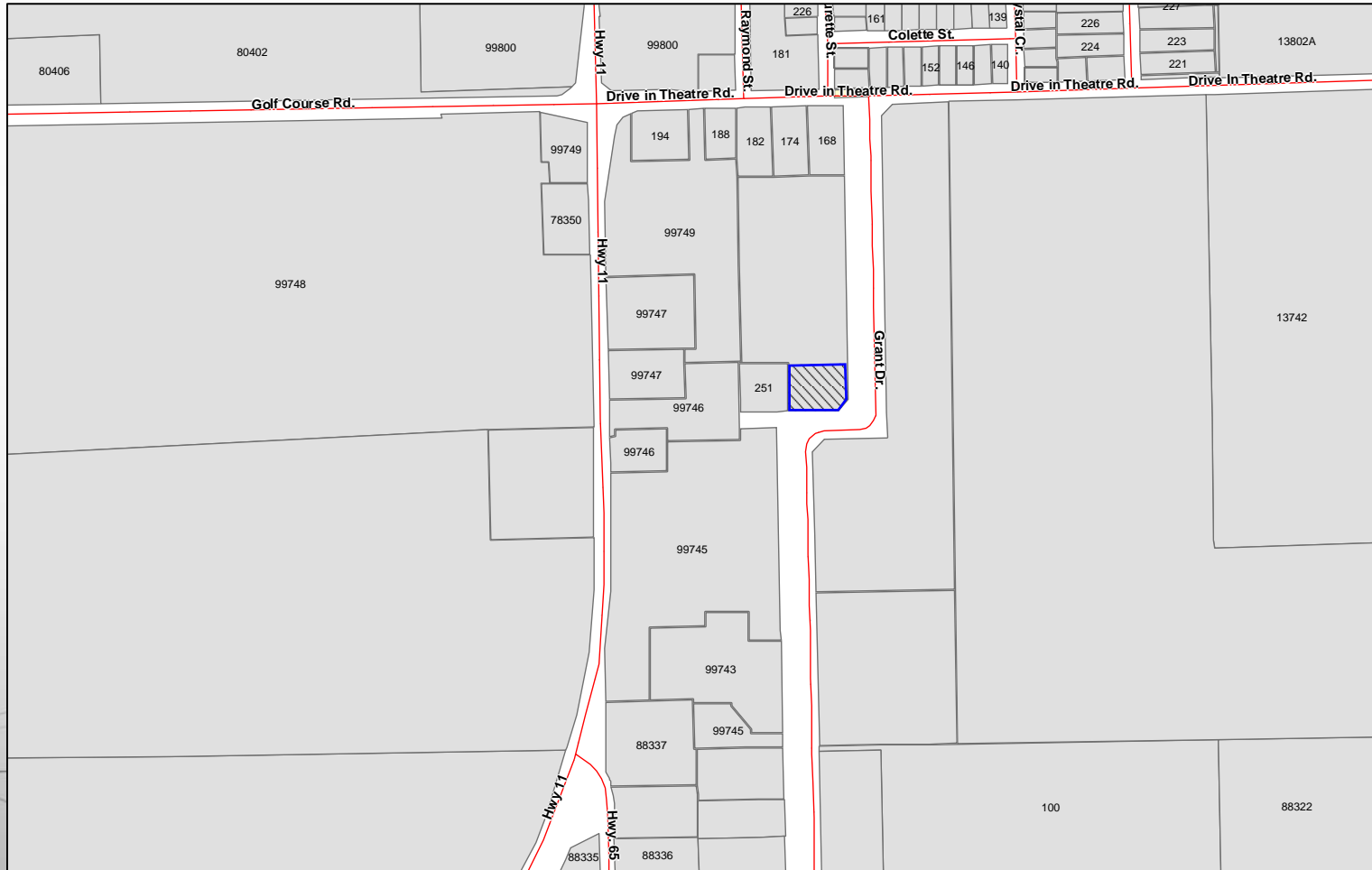
- Grant Drive
- Dymond Concession 3 North Part of Lot 9
- RP 54R-6021, Parts 1 and 2



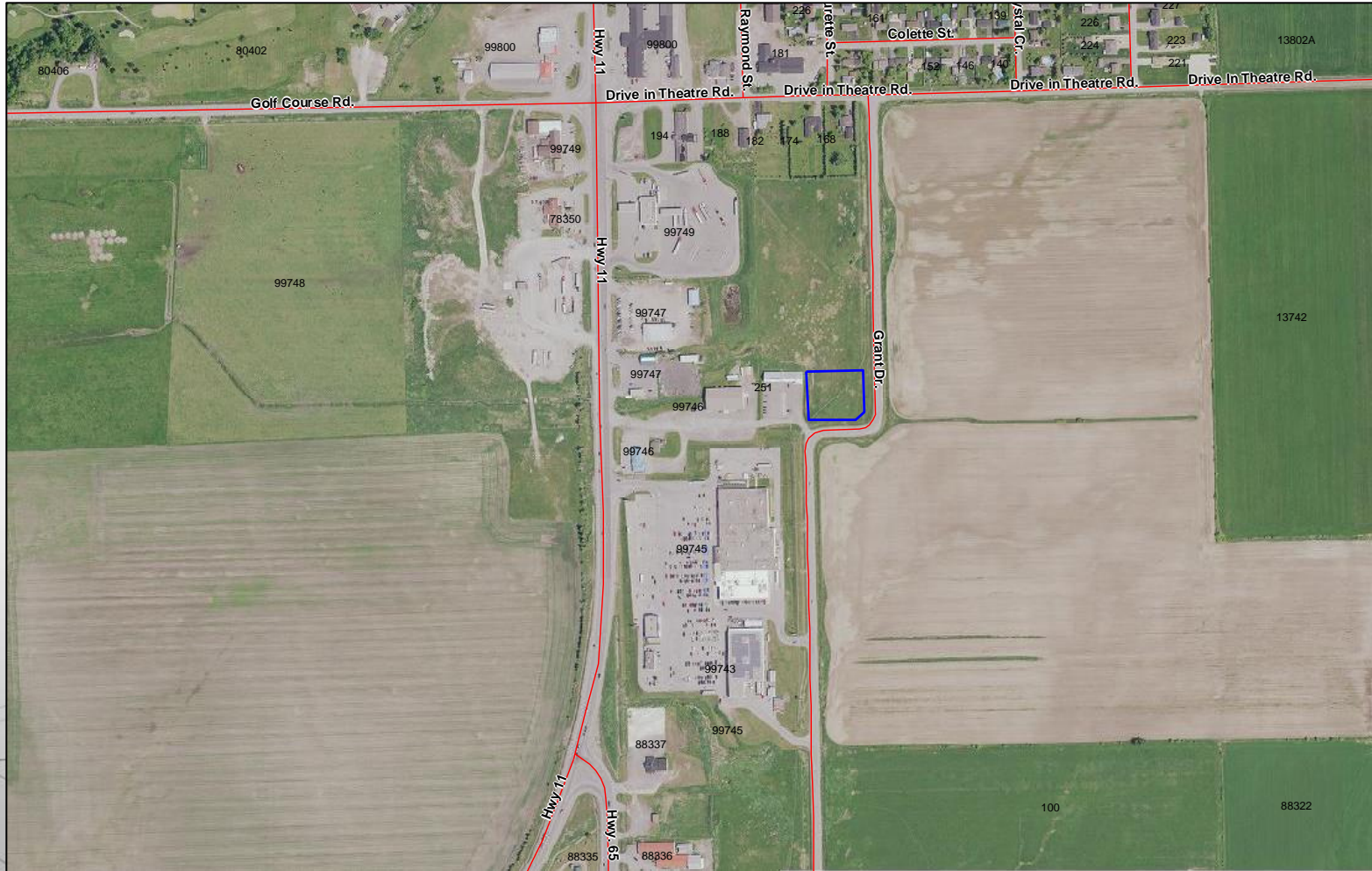
Purpose of the Amendment

- Site-specific amendment to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the construction of two buildings with four residential units in each building (total of 8 units)
 - 50% of the units will be affordable units
 - 50% of the units will be accessible units

Public Meeting – Zoning By-law Amendment



Public Meeting – Zoning By-law Amendment



Public Meeting – Zoning By-law Amendment



Public Meeting – Zoning By-law Amendment





Official Plan Designation

- Designated Mixed Use Areas:
 - May include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed Use Area:
 - All uses will be appropriately zoned;
 - All uses will be subject to site plan control

Public Meeting – Zoning By-law Amendment



Current Zoning

- Highway Commercial (C1)
 - Permitted uses:
 - ✓ Various commercial uses;
 - ✓ Various service commercial uses;
 - ✓ Various public service facilities/institutional uses;
 - ✓ Dwelling unit in a non-residential building (accessory use)

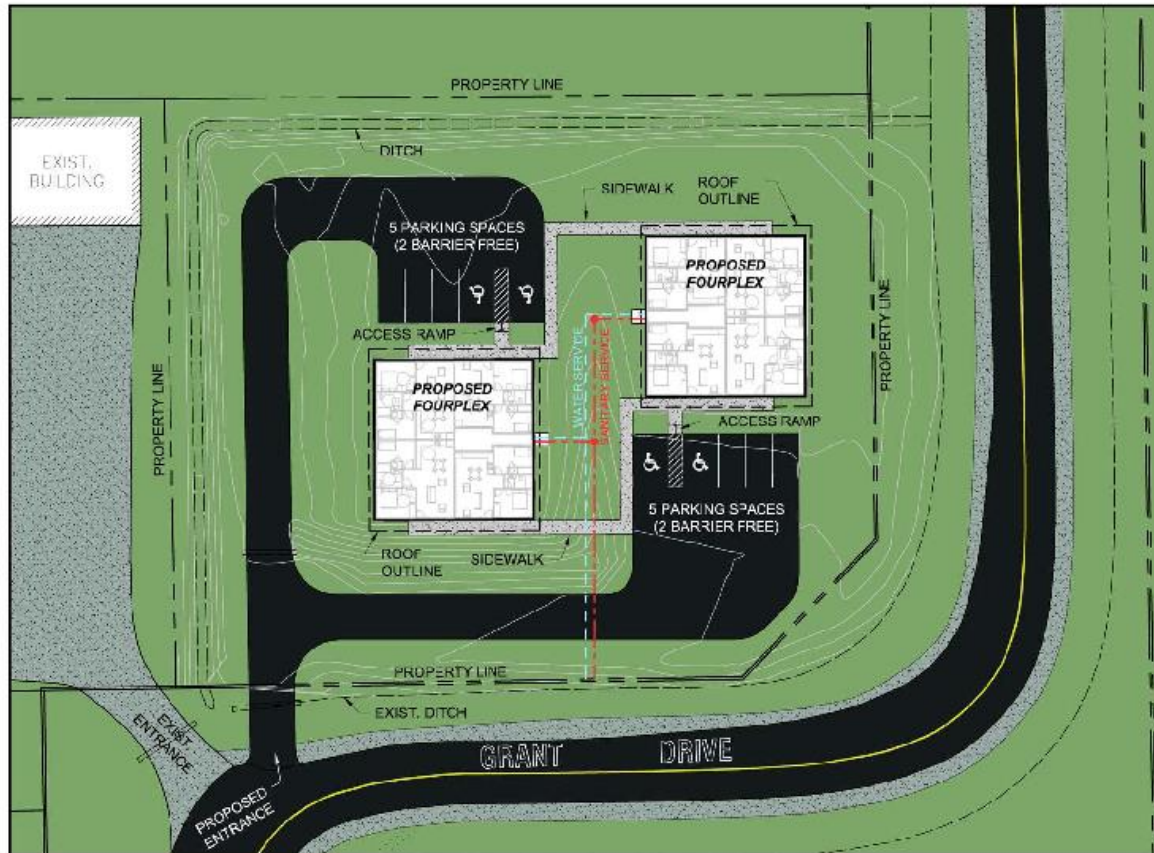
Public Meeting – Zoning By-law Amendment



Proposed Zoning

- High Density Residential (R4)
 - Permit the construction of 2 four-unit residential buildings with associated parking on the property

Public Meeting – Zoning By-law Amendment



CONCEPTUAL SITE PLAN

Public Meeting – Zoning By-law Amendment



CONCEPTUAL 3D VIEW



Additional Information

- Bobolink Presence/Absence Survey
 - MNRF requested the completion of a bobolink presence/absence survey to determine if the birds were present on the site
 - Survey protocol required 3 separate on-site observations a minimum of 1 week apart, with the final survey occurring the last week of June
 - Survey has been completed and bobolink were not identified on-site

June 25, 2018

AMO Stands with Canada and Ontario on NAFTA

At its June 21st meeting AMO's Board of Directors passed a resolution in support of the Governments of Canada and Ontario successfully resolving the North American Free Trade Agreement (NAFTA) renegotiation. The Board calls on member municipalities to consider the resolution (below) to express local support.

Fair trade with the United States of America and Mexico has been the cornerstone of Canada's and Ontario's economy for many years. Since the Canada-US Free Trade Agreement (FTA) came into force in 1989 and NAFTA in 1993, Ontario's economy has become more integrated with the US and Mexico to the mutual benefit of residents and businesses. These relationships reinforce our prosperity and openness.

Changes to NAFTA could have major repercussions on the prosperity of Canada's local, regional and national economies. In passing this resolution AMO, and municipal governments across Ontario, are sending a strong message that municipal leaders stand with and support our provincial and federal governments in ensuring fairness and prosperity for Canadians.

Municipal Councils are encouraged to consider and pass this resolution copying Prime Minister Trudeau, Premier Designate Doug Ford, AMO and the Federation of Canadian Municipalities.

AMO Contact:

Craig Reid, Senior Policy Advisor, creid@amo.on.ca, 416-971-9856 ext. 334.

NAFTA RESOLUTION

That the AMO board approve the proposed NAFTA resolution to be shared with members, the Federal Government, the Provincial Government, and Federation of Canadian Municipalities (FCM).

WHEREAS, the North American Free Trade Agreement (NAFTA) governs nearly every aspect of Canada and the United States economic relationship including manufacturing, agriculture, resources industries, and services;

WHEREAS, about 80% of all of Ontario's exports go to the United States and Ontario is the top trading partner of half of all American States;

WHEREAS, even minor changes to the established trade relationship between Canada and the United States could have significant consequences for workers, consumers, and governments on both sides of the border;

WHEREAS, Canada's and Ontario's economic future and the continued well-being of communities and their local economies depend on free and fair trading relationships based in current future trade agreements;

Therefore, be it:

resolved that Ontario municipal governments, represented by the Association of Municipalities of Ontario (AMO), stand together with the Federal and Ontario governments in their efforts to protect Canadian jobs and local economies;

RESOLVED that AMO will work with the Province of Ontario to support the interests of municipalities and communities affected by trade disputes and during ongoing trade agreement negotiations;

RESOLVED that AMO will work with the Federation of Canadian Municipalities to ensure that Canada understands the municipal impacts affected by trade disputes and during ongoing trade agreement negotiations; and be it further

RESOLVED that _____ supports AMO's resolution.



Schedule July 19th, 2018

Summary

Grant Ag would like to invite you to participate in our Annual Crop Day. The event takes place on July 19th from 9:30 a.m. to 12:30 p.m. at 863169 Uno Park Road, New Liskeard at Grant Farms. Our Crop Day consists of a facility tour, plot visits; in addition this year we are including a tour of our Seed Plant located beside MacDonald's in New Liskeard. We are pleased to offer a delicious lunch and an opportunity to meet with various industry vendors.

New this year Grant Ag will donate \$10.00 to the local food banks for every person that attends the event. We would also like to encourage everyone to bring a non-perishable item and your name will be entered in a draw.

Day Schedule

9:30	Registration
10:15	Plot tour
11:15	Elevator and Fertilizer facility tour
12:00-1:30	Lunch
11:00-2:30	Seed Plant Tour

Temiskaming Shores Public Library Board

Meeting Minutes

Wednesday, May 16, 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, Jeff Laferriere, and CEO/Head Librarian Rebecca Hunt.

Regrets: Robert Dodge, Danny Whalen, Anna Turner

Members of the Public: 0

3. Adoption of the Agenda

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

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

Carried.

Addition: New Business c. Report LIB-009-2018 Library Services Survey Report

4. Adoption of the Minutes

Moved by: Brenda Morissette

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board approves the minutes of the meeting held on Wednesday, April 18, 2018, as amended.

Carried.

5. Business arising from Minutes

a. None.

6. Correspondence:

a. **From:** Claire Hendrikx,, Executive Director—The Temiskaming Foundation.

Re: May Ball fund and annual report.

Received as information.

b. **From:** Daiene Vernile, Minister—Ministry of Tourism, Culture and Sport.

Re: Investment in Public Libraries press release.

Received as information.

7. Secretary–Treasurer’s Report

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

Library CEO’s Report

May 8, 2018

Buildings and Equipment:

Fire safety checks were conducted in the library buildings.

Business:

Book Donation: Debra North is donating a copy of her book “A Northern Hope: One Family’s Life in Cobalt and Haileybury 1904-1928” at an event which I will attend at the Cobalt Public Library on Saturday, June 2.

Digital Creator North (Near North Mobile Media Lab Trillium project): Digital Creator is currently looking into summer programming, using successful workshops from the summer previous along with including some new workshops. The space has been being used during the drop-in times during the week very frequently, and now that winter activities are coming to an end the participation in Saturday workshops has gone up.

Federation of Ontario Public Libraries board: The next meeting is on Friday, June 8, 2018. I plan on attending via teleconference. At the last meeting Kevin Finnerty, the Assistant Deputy Minister of the Ministry of Tourism, Culture and Sport, answered questions about the proposed increase to the Public Library Operating Grant (PLOG). The election can definitely change things. As it stands the increase is approved however the budget as a whole will have to be approved by whomever wins the June 7 election. Once the budget is approved, the increase will be sent to consultations to get feedback on the new formula to be used to calculate the PLOG. We likely will not know the exact amounts of increases until the Fall. On a side note, the Ministry listened to the input from Northern representatives (myself and Leanne Clendening-Pupor from Ontario Library Service North). When asked what was a weighing factor for the Ministry to advocate so intensely for an increase to the PLOG this year Kevin Finnerty replied that a lot of it had to do with the inequities between library service in the North and the South of Ontario, and they do not like inequities. He said the Northern representatives at the consultations last year and the storytelling in general being done by libraries in the past year were key factors of bringing the inequities to light. As well, we had a presentation from Brendon Howley from the Open Media Desk project. He mentioned specifically the Temiskaming Shores Library’s Shots of the Shores videos on our facebook page as examples of the storytelling that should be done by public libraries.

Healthy Kids Community Challenge #PowerOffAndPlay Program: We will continue to do programming with the HKCC over the summer to promote active play and screen free time to families.

Inventory: Library staff will be conducting inventory over the next few months. The library software we use allows us to remain open while we inventory with an added step of scanning items through the inventory system upon check-in. We will try to rely on volunteers as much as possible to scan complete the inventory.

Joint Automation Server Initiative (JASI) Steering Committee: The next teleconference meeting set for Wednesday, May 23. The committee is still discussing cataloguing standards and item types.

Lifestyles: We had around 105 people stop for green screen pictures at the city booth this year. I fielded a number of questions about the potential move of the New Liskeard Branch and an additional 10 surveys were filled out.

Public Consultations: We are compiling the data from the consultations. We had a total of 241 surveys filled out, and based on the number of people who answered the most popular question on the A-Frame boards in the library, about 67 more people gave feedback in the library on the A-Frame boards for a total of 308 responses.

School visits: A number of class visits have been scheduled for the New Liskeard Branch of the library.

Programming:

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

Life Skills visits at the New Liskeard Branch

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

Gadget Helper at both branches of the library

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

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.

New Liskeard Branch: May 16 and 30

Haileybury Branch: May 9 and 23

Book Club at the New Liskeard Branch

May's book pick is Ragged Company by Richard Wagamese. Come on out to a lively discussion on May 10!

New Liskeard Branch: Thursday, May 10 2018 at 6:00 PM

Call (705) 672-3707 for more information

Bricolage pour la fête des mères à la succursale de New Liskeard

La bibliothèque de Temiskaming Shores aura un bricolage pour la fête des mères!

Samedi le 12 mai de 11 h à 12 h pour les enfants de 6 à 12 ans

À la succursale de New Liskeard

705-647-4215 ou cpeddie@temisklibrary.com
Inscrivez-vous le plus tôt possible!

TechSocial at the New Liskeard Branch

Starting in April 2018, NEOnet will be hosting seniors (age +55) technology training at New Liskeard Public Library! Workshops will cover: the basics of your device, safety and security features, the default applications associated with your device, and some fun application options for you to enjoy. Workshops will cover each topic in-depth and will include practice time, as well as a question and answer period. Space is limited, so make sure to sign-up early! We encourage everyone to bring their smartphone or tablet along with them; if not, NEOnet has limited devices that they will provide to participants for use in the workshop.

Workshop sessions are as follows:

- **Friday May 11 at 1:00 pm** – Workshop 3: Default Applications – We'll walkthrough some of the applications that come with the device. As well as show you some useful tips and tricks.
- **Friday May 25 at 1:00 pm** – Workshop 4: Entertainment Applications – Time for the fun to start! We'll take you through some fun and useful apps that you can enjoy in your everyday life.

For more information or to sign-up for the workshops: Contact the New Liskeard Branch Library at 705-647-4215 or email newliskeard@temisklibrary.com .

Finances and Statistics

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

Motion #2018-21

Moved by: Roger Oblin

Seconded by: Jeff Laferriere

Be it resolved that the Temiskaming Shores Public Library Board accepts the May 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.** Nothing to report.

9. New Business

- a. **Report LIB-007-2018 Annual Survey Report to the Ministry.** The Board reviewed the information in the survey report to the Ministry.

Motion #2018-22

Moved by: Brenda Morissette

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the information in the annual survey for the Ministry of Tourism, Culture and Sport and consents to the release of the survey report to the Ministry

Carried.

- b. **Report LIB-008-2018 OLS-North Conference attendance.** The Board reviewed the report.

Motion #2018-23

Moved by: Brenda Morissette

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts report LIB-008-2018 OLS-North conference and recommends sending the

Library CEO to the Ontario Library Service North conference in Sudbury in September.

Carried.

- c. Report LIB-009-2018 Library Services Survey Report.** The Board reviewed the report.

10. Plan, Policy review and By-law review

a. Review Policy

- i. Accessible Customer Service, Per-25.**

Motion #2018-24

Moved by: Brenda Morissette

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board accepts the library's policy: Per-25 Accessible Customer Service, as reviewed by the Board

Carried.

11. Closed Session

Motion #2018-25

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board go into Closed Session at 8:05 p.m. in regards to identifiable individuals.

Carried.

Motion #2018-26

Moved by: Jeff Laferriere

Seconded by: Roger Oblin

Be it resolved that the Temiskaming Shores Public Library Board rise from Closed Session at 8:14 p.m. without report.

Carried.

12. Adjournment

Adjournment by Jeff Laferriere at 8:15 p.m.

Chair – Donald Bisson

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

Meeting Minutes

Wednesday, May 30, 2018

Present: Chair: Carman Kidd
Members: Florent Heroux; Maria McLean; Suzanne Othmer

Regrets: Robert Dodge; Angela Hunter; Voula Zafiris

Also Present: Jennifer Pye, Planner and Secretary-Treasurer
Steve Burnett, Technical & Environmental Compliance Coordinator

Public: Bill Ramsay, Agent for B-2018-02(NL)
Mike Walton, Owner for B-2018-02(NL)
Patrick Ramsay

1. Opening of Meeting

Resolution No. 2018-11

Moved By: Florent Heroux
Seconded By: Suzanne Othmer

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

Carried

2. Adoption of Agenda

Resolution No. 2018-12

Moved By: Suzanne Othmer
Seconded By: Florent Heroux

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

Carried

3. Declaration of Pecuniary Interest

None

4. Adoption of Minutes

Resolution No. 2018-13

Moved By: Florent Heroux
Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves the minutes of the April 25, 2018 Committee of Adjustment Meeting as printed.

Carried

5. Public Hearings

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

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, May 30, 2018

5.1 Consent Application B-2018-02(NL) – Bill Ramsay on behalf of Walton Rentals Inc, 42 & 44 Armstrong Street

The Chair declared the public hearing for Consent Application B-2018-02(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: 42 & 44 Armstrong Street, M11NB Part of lots 1 and 3, lot 2, part of lane; RP 54R-1403 Part 2; Parcels 1314NND and 18959SST.

Purpose of the application: The purpose of the application is to sever the property to create two separate property, with the two existing buildings each on their own, separately-transferrable property. The proposed retained property includes the building directly adjacent to Armstrong Street which contains Not So Naked Designs, a commercial unit in the basement, and two residential units in the upper storey. The proposed severed property includes the building adjacent to the rear lane which contains Fontaine & Associates, storage space, a garage area, and a residential unit in the upper storey of the south portion.

Statutory public notice: The application was received on March 29, 2018 and was circulated to City staff. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on May 16, 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, provided the recommended conditions are attached to approval, 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 discussed the specifics surrounding the existing servicing to both the building on the proposed retained property and the building on the proposed severed property. Steve Burnett discussed the existing connections and indicated that to the best of his knowledge the assumptions provided in the engineering report were correct. It was noted that more information was needed in the engineering report, including an assessment of the existing water service.

The committee discussed the condition regarding the servicing of the proposed severed property. The agent for the application indicated that it would be his preference to continue with the existing services as it would be costly to run a new line to the mains on Armstrong Street. He indicated that when the City upgrades in infrastructure on that section of Armstrong Street he would consider connecting at that point to keep costs low and minimize the disruption. The property owner indicated that the services had never been a problem in the past. The agent for the application stated that there would be an easement agreement registered on title to both properties to allow mutual access across both properties, and to permit access onto the retained property to allow for maintenance/repair of the services to the building on the proposed severed property should there be an issue in the future, and to restrict the erection of boundary fences along the property line or the construction of any barriers that would impede access over either property.

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

Meeting Minutes

Wednesday, May 30, 2018

The committee discussed the liability of the City in the case of any future issues. Steve Burnett stated that the condition permitting the existing servicing situation to remain includes a provision that an agreement be registered on title that saves the City harmless, and that the City must review and approve the agreement prior to its registration on title.

The committee considered the following resolution:

Resolution No. 2018-14

Moved By: Florent Heroux

Seconded By: Suzanne Othmer

Whereas the Committee of Adjustment for the City of Temiskaming Shores has considered Consent Application B-2018-02(NL) as submitted by Bill Ramsay on behalf of Walton Rentals Inc for the following lands: 42 & 44 Armstrong Street, M11NB Part of lots 1 and 3, lot 2, part of lane; RP 54R-1403 Part 2; Parcels 1314NND and 18959SST;

And whereas the applicant is requesting sever the property so the existing buildings are each on their own, separately-transferrable property;

And whereas the Committee of Adjustment for the City of Temiskaming Shores has received the planning report dated May 24, 2018 and has considered the recommendations therein;

Be it resolved that the Committee of Adjustment for the City of Temiskaming Shores hereby approves Consent Application B-2018-02(NL) subject to the following conditions:

- 1) The following documents shall be provided to the Secretary-Treasurer for the transaction described:
 - a) Two copies of the signed Acknowledgement and Direction;
 - b) The "Transfer in Preparation" and/or "Transfer Easement in Preparation";
 - c) A Planning Act Certificate Schedule on which is set out the entire legal description of the parcel(s) in question. This Schedule must also contain the names of the parties indicated on Page 1 of the "Transfer in Preparation" and/or "Transfer Easement in Preparation";
 - d) A reference plan of survey which bears the Land Registry Office registration number and signature as evidence of its deposit therein, illustrating the parcel to which consent approval relates;
- 2) Servicing Condition:
 - a) That the owner/purchaser provide written confirmation from a licensed professional engineer (P.Eng) that the existing services can and will provide adequate service to both buildings;
 - b) That an agreement be registered on title to both properties permitting the existing services to the building on the severed property to cross the retained property, and to permit access to these services for repair/maintenance purposes, and that a copy of this agreement be provided to the City for review and approval prior to registration;
 - c) That an agreement be registered on title to both properties releasing the City whole and harmless from any claim from either party or future owners, should the services fail at any time

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

Meeting Minutes

Wednesday, May 30, 2018

after the severance and transfer, and that this agreement be drafted by the solicitor for the owner/purchaser and provided to the City for review and approval prior to registration.

Carried

6. New Business

6.1 2018-2019 Schedule of Meetings

Resolution 2018-15

Moved By: Maria McLean

Seconded By: Suzanne Othmer

Be it resolved that the Committee of Adjustment adopts the 2018-2019 Schedule of Meetings

Carried

7. Unfinished Business

None

8. Applications for Next Meeting

Next meeting: Wednesday, June 27, 2018

9. Adjournment

Resolution 2018-16

Moved By: Maria McLean

Seconded By: Florent Heroux

Be it resolved that the Committee of Adjustment meeting be closed at 1:59 pm.

Carried

Florent Heroux
Acting Chair

Jennifer Pye
Secretary-Treasurer

1.0 CALL TO ORDER

The meeting was called to order at 10:29 a.m.

2.0 ROLL CALL

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

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

4.0 ADOPTION OF AGENDA

Recommendation BM-2018-013

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the June 21, 2018 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-014

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Committee Meeting minutes of May 15, 2018 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 CORRESPONDENCE

None

8.0 PRESENTATIONS

None

9.0 UNFINISHED BUSINESS

None

9.1 PFC

Discussion:

The pre-construction meeting has been held. Shut down, of the pool area only, will be begin on August 13/18.

9.2 Building Division Staff Update

Discussion:

No update

9.3 DFO Property Erosion

Discussion:

No update

9.4 New Liskeard Library – Update

Discussion:

Work is on-going. Mitchell Jansen Architects recently had a site visit with staff to discuss the next steps in moving forward with the project. The Record of Site condition report from George Duncan may be available in a couple months, however, we are waiting on confirmation from the Ministry of the Environment to determine that a Record of Site Condition is actually required.

9.5 Bucke Park Chalet

Discussion: Engineers Report Received

The Engineers report has outlined significant work that would need to be undertaken in order for the chalet to be suitable for use as a residence. For this season, the camp operators are using their own camper trailer. After much discussion, the Committee directed staff to investigate all options in regards to the park including: removing the chalet completely,

proceeding with one of the two options outlined in the Engineers report for repairing the chalet, and/or the divesting of Bucke Park. Staff will gather information on the options and report back at the future meeting.

9.6 Conservation and Demand Management (CDM)/Municipal Energy Plan

Discussion:

Work is ongoing with VIP Energy.

9.7 Marina Status

Discussion:

All the necessary repairs have been completed. Approximate cost of the repairs was \$15,000. Staff will consider adding a line item in next year's budget specific to dock/marina repairs.

9.8 Accessibility Upgrades – NL Community Hall/D. Shepherdson Arena

Discussion:

RFP will be closing next week.

10.0 NEW BUSINESS

10.1 Haileybury Fire Station

Discussion:

Staff and members of the PPP Committee will be meeting next Tuesday to discuss moving forward with a plan for the Haileybury Fire Station.

11.0 ADMINISTRATIVE REPORTS

- July Council Meeting: Accessibility Upgrades

12.0 NEXT MEETING

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

13.0 ADJOURNMENT

Recommendation BM-2018-015

Moved by Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:04 a.m.

Carried

COMMITTEE CHAIR

RECORDING SECRETARY

1.0 CALL TO ORDER

The meeting was called to order at 6:30 p.m.

2.0 ROLL CALL

PRESENT:	Councillor Mike McArthur; Councillor Jesse Foley; Chris Oslund, City Manager; Tammie Caldwell, Director of Recreation; Chuck Durrant; Dan Lavigne;
REGRETS:	Mayor Carman Kidd; Jeff Thompson, Superintendent of Community Programs; Paul Allair, Superintendent of Parks and Facilities; Richard Beauchamp; Simone Holzamer; Amber Sayer;

3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

There were no revisions or deletions to the Agenda.

4.0 APPROVAL OF AGENDA

Recommendation RS-2018-020

Moved by: Danny Lavigne

Seconded by: Jesse Foley

Be it recommended that the Recreation Services Committee agenda for the May 14, 2018 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

Recommendation RS-2018-021

Moved by: Chuck Durrant

Seconded by: Dan Lavigne

Be it recommended that the Recreation Services Committee minutes of April 9th, 2018, be approved as printed.

CARRIED

7.0 DELEGATIONS / PUBLIC PRESENTATIONS

- None

8.0 UNFINISHED BUSINESS

- None

9.0 NEW BUSINESS

i. Programming Update- Tammie Caldwell for Jeff Thompson

Jeff Thompson, Superintendent of Community Programming presented a report on operations.

The Committee received the Update

ii. Facilities Update-Tammie Caldwell for Paul Allair

Paul Allair, Superintendent of Parks and Facilities presented a report on operations.

The Committee received the Update

iii. Director's Update- Tammie Caldwell

Tammie Caldwell presented a report.

The Committee received the Update

iv) Little Claybelt Museum – Request to waive fee

The Recreation Services Committee discussed the request from the Little Claybelt Museum to waive the rental fee for the Dymond Hall for a yard sale fundraiser.

Recommendation RS-2018-022

Moved by: Chuck Durrant

Seconded by: Jesse Foley

That the Recreation Services Committee support the Little Claybelt Museum by donating the use of the Dymond Hall for a yard sale fundraiser.

CARRIED

10.0 SCHEDULE OF MEETINGS

- June 11th, 2018
- September 10th, 2018
- October 15th, 2018
- November 12th, 2018
- December 10th, 2018

11.0 CLOSED SESSION

- None

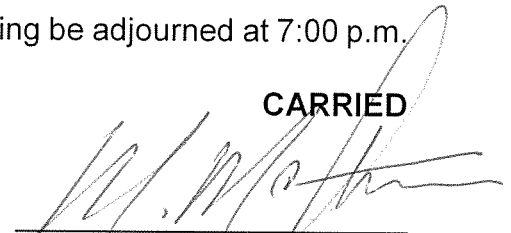
12.0 ADJOURNMENT

Recommendation RS-2018-023


Moved by: **Danny Lavigne**

Be it resolved that the Recreation Services Committee meeting be adjourned at 7:00 p.m.

CARRIED



Committee Chair



Recorder

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: July 10, 2018
Subject: Amendment to By-law No. 2015-128 – Landfill Tipping Fees
Attachments: **Appendix 01** – Amended Tipping Fee Appendix

Mayor and Council:

On February 17, 2015 Council adopted the Solid Waste Management By-law No. 2015-128. Appendix 03 of the By-law outlines the gradual annual increases to the Tipping Fee Schedule for the Haileybury Landfill starting in July of 2015 and ending in July of 2017.

As the Haileybury Landfill is approaching capacity and the approvals for the expansion of the New Liskeard Landfill are nearing completion, it is Staff's recommendation to maintain the tipping fees at the 2017 rate up until the time of closure of the Haileybury Landfill. It is expected that the expansion of the New Liskeard Landfill will incorporate a weigh scale within the design which will change the rates charged from a cubic yardage basis to cost per tonne for all different categories of waste.

In addition, since the implementation of the Solid Waste Management By-law, more specifically the requirements to recycle, it has been difficult for Phippen Waste Management to apply appropriate charges associated with unsorted residential/commercial and bulky waste as currently there is no category to address unsorted recyclable material from this type of waste. Therefore it is staff's recommendation to add a category to address this unsorted waste with an appropriate tipping fee applied.

These changes will require an amendment to By-law No. 2015-128 and were discussed most recently at the Public Works Committee Meeting held on June 22, 2018. Appendix 01 outlines the amended tipping fee appendix.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
"Original signed by"	"Original signed by"	"Original signed by"
<hr/> Steve Burnett Technical and Environmental Compliance Coordinator	<hr/> G. Douglas Walsh Director of Public Works	<hr/> Christopher W. Oslund City Manager

Tipping Fees: Landfill Site

Category	Description	Applicable Fee/ yard ³	
		Resident	Non Resident
1	Flat Rate - \$1.00 per bag up to a maximum of \$3.00 (under one cubic yard)	\$3.00	\$6.00
2	Residential/Commercial Garbage: <i>includes abandoned residential or commercial waste, either animal or vegetable, organic waste, wearing apparel, broken crockery and refuse of a similar nature, but shall not include metal, weighty or bulky articles such as large appliances, furniture, barrels, bed springs, furnaces or anything of a similar nature.</i>	\$6.00	\$12.00
3	Metals/Bulky Waste: <i>Items whose large size precludes or complicates handling by normal collection, processing or disposal methods such as furniture and appliances. Also ferrous metal, aluminum, mixed metal, white goods and old vehicles.</i>	\$7.00	\$14.00
4	Unsorted Residential/Commercial Garbage and Metals/Bulky Waste – Recyclable materials not sorted from waste	\$14.00	\$28.00
5	Yard Waste: <i>Includes clean wood, brush, yard and plant materials, suitable for composting purposes.</i>	No Fee	\$4.00
6	Non-Hazardous Waste: <i>includes clean fill</i>	\$7.00	\$14.00
7	Inorganic Earth Like Material: <i>includes reclaimed asphalt products, aggregate, and soils free of chemical contaminants.</i>	\$8.00	\$16.00
8	<i>Sorted Construction and Demolition Waste: Recyclable materials sorted from non – recyclable materials</i>	\$15.00	\$15.00
9	<i>Unsorted Construction and Demolition Waste</i>	\$25.00	\$50.00
10	Contaminated Waste: <i>includes excavated soils containing organic or hydrocarbon contaminants at a level that is acceptable to the Ministry of the Environment for disposal at the Municipality's Landfill Site.</i> <i>Asbestos waste includes \$100.00 flat rate, plus tipping fee.</i>	\$50.00	\$100.00
11	Freon Containing Items	\$75 each	\$150 each
12	Rubber Tires: Passenger Vehicle and Light Truck Tires Medium Truck Tires Small and Medium Off-the-Road Tires	No Fee	
	Notes: 1. All other tire sizes will not be accepted at the Landfill Site; 2. Landfill attendant shall accept up to a total of four (4) tires per drop off; 3. Tires still on a rim will not be accepted.		

Note: The landfill site will only accept waste that is within the conditions of the Certificate of Approval.

Memo

To: Mayor and Council
From: Steve Burnett, Technical and Environmental Compliance Coordinator
Date: July 10, 2018
Subject: By-law Amendment – Sewerage System Use By-law No. 2012-032
Attachments: **Appendix 01** – Amendment to Sewerage System Use By-law No. 2012-032

Mayor and Council:

In 2012, Council adopted By-law No. 2012-032 being a by-law to prohibit, regulate and control discharges into bodies of waters within City boundaries or into City sanitary sewers, storm sewers, sanitary sewage works and all tributary sewer systems.

Section 3.12 of the By-law addresses the responsibility of the property owner to maintain the sanitary sewer service from the building to where the service enters the sewer main with the following exceptions:

- a) *tree roots, anywhere in the service, originating from trees located on City property or where it is impossible to determine the origin of the tree roots;*
- b) *a crushed pipe in the road allowance;*
- c) *a frozen pipe in the road allowance.*

These exceptions are the responsibility of the City to correct. To determine any of the above exceptions it has been Staff's practice to require a closed-circuit television (CCTV) camera inspection be done at the property owners expense. After staff review, if it is determined to be the City's responsibility to repair, the City would be invoiced the cost associated with the CCTV inspection or the property owner would be reimbursed. This practice is not clearly identified in the By-law.

Similarly, this practice is used with problems related to property owners' storm sewer services as well. However, within the by-law under Section 4 – Storm Sewers, there is no reference to the responsibility to maintain storm sewer services.

Therefore it is Staff's recommendation to amend By-law No.2012-032 – Sewerage System Use By-law to provide clarification. Appendix 01 outlines the changes required to the By-law.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
 "Original signed by"	 "Original signed by"	 "Original signed by"
<hr/> Steve Burnett Technical and Environmental Compliance Coordinator	<hr/> G. Douglas Walsh Director of Public Works	<hr/> Christopher W. Oslund City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to amend By-law No. 2012-032, as amended, (Sewerage System Use By-law) to clarify responsibilities related to Closed Circuit Television Camera Inspections

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 adopted By-law No. 2012-032 being a by-law to prohibit, regulate and control discharges into bodies of waters within the City boundaries or into the City sanitary sewers, storm sewers, sanitary sewage works and all tributary sewer systems on July 3, 2012;

And whereas Council considered Memo No. 016-2018-PW at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-032 clarifying the CCTV inspections for consideration at the July 10, 2018 Regular Council meeting;

Now therefore the Council of The Corporation of the Temiskaming Shores enacts as follows:

1. That to Schedule "A" to By-law No. 2012-032, as amended be further amended by deleting Article 3.12 and replacing it with the following:

3.12 Responsibility to Maintain Sanitary Sewer Service

The property owner is responsible for maintaining the sanitary sewer service from his/her building to where the service enters the sewer main except for the following:

- a) *tree roots, anywhere in the service, originating from trees located on City property or where it is impossible to determine the origin of the tree roots;*
- b) *a crushed pipe in the road allowance;*
- c) *a frozen pipe in the road allowance.*

The property owner will be responsible for the arrangement and costs associated with a closed-circuit television camera inspection of the sanitary sewer service, and supply the results to the City, should a problem arise.

The City will determine the responsibility of correction for all problems upon review of the results of the closed-circuit television camera inspection.

The property owner will be reimbursed for all costs associated with the closed-circuit television camera inspection only if it is determined that the correction is the City's responsibility.

2. That to Schedule "A" to By-law No. 2012-032, as amended be further amended by adding the following under Section 4 Storm Sewers:

4.4 Responsibility to Maintain Storm Sewer Service

The property owner is responsible for maintaining the storm sewer service from his/her building to where the service enters the sewer main except for the following:

- a) *tree roots, anywhere in the service, originating from trees located on City property or where it is impossible to determine the origin of the tree roots;*
- b) *a crushed pipe in the road allowance;*
- c) *a frozen pipe in the road allowance.*

The property owner will be responsible for the arrangement and costs associated with a closed-circuit television camera inspection of the storm sewer service, and supply the results to the City, should a problem arise.

The City will determine the responsibility of correction for all problems upon review of the results of the closed-circuit television camera inspection.

The property owner will be reimbursed for all costs associated with the closed-circuit television camera inspection only if it is determined that the correction is the City's responsibility.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 10th, day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Tender Award – Accessibility Upgrades
 NL Arena, NL Community Hall

Report No.: PW-034-2018
Agenda Date: July 10, 2018

Attachments

- Appendix 01:** RFP Results
- Appendix 02:** Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-034-2018; and
2. That Council directs staff to prepare the necessary by-law and agreement with Greenview Environmental Management for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989 plus applicable taxes for consideration at the July 10, 2018 Regular Council meeting.

Background

As part of the 2018 budget discussions, Council approved funds to hire an engineering firm to supply drawings and budget costs for accessibility upgrades at the New Liskeard arena and the New Liskeard Community Hall.

Over the years, the City has renovated multiple public spaces to comply with the AODA requirements and make our facilities more user friendly.

Analysis

Three (3) submissions were received in response to the Request for Proposals prior to the closing date of June 26, 2018 at 2:00 p.m.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider.

Vendor	NL Arena	NL Community Hall	Total
Blackrock Engineering	\$26,584.00	\$26,166.00	\$52,750.00
Greenview	\$20,470.00	\$23,953.00	\$48,989.00
Mitchell Jensen	\$27,500.00	\$24,500.00	\$52,000.00

Relevant Policy / Legislation/City By-Law

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2018 Capital Budget

Financial / Staffing Implications

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

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

It is important to note that for the work at the New Liskeard Community Hall, this is simply a Feasibility Study, which means there will be additional unknown costs for this project. The additional costs will be related to the drawings and budget costs, which will not be part of this phase of the project.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical
Assets

Christopher W. Oslund
City Manager

Document Title: **PW-RFP-010-2018 Accessibility Upgrades – City Buildings**

Closing Date: **Tuesday June 26, 2018**

Closing Time: **2:00 p.m.**

Department: **Public Works**

Opening Time: 2:15 pm

Submission Pricing

Bidder: BLACKROCK ENGINEERING

NL Arena:	26,584. ⁰⁰
Phase 1 (NL Hall):	}
Phase 2 (NL Hall):	
Phase 3 (NL Hall):	
Phase 4 (NL Hall):	6,318. ⁰⁰

Bidder:

NL Arena:	
Phase 1 (NL Hall):	
Phase 2 (NL Hall):	
Phase 3 (NL Hall):	
Phase 4 (NL Hall):	

Bidder: GREENVIEW

NL Arena:	20,470. ⁰⁰
Phase 1 (NL Hall):	}
Phase 2 (NL Hall):	
Phase 3 (NL Hall):	
Phase 4 (NL Hall):	

Bidder:

NL Arena:	
Phase 1 (NL Hall):	
Phase 2 (NL Hall):	
Phase 3 (NL Hall):	
Phase 4 (NL Hall):	

Bidder: MITCHELL JENSEN


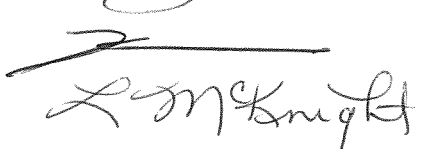
NL Arena:	27,500. ⁰⁰
Phase 1 (NL Hall):	13,600. ⁰⁰
Phase 2 (NL Hall):	5,850. ⁰⁰
Phase 3 (NL Hall):	5,850. ⁰⁰
Phase 4 (NL Hall):	10,500. ⁰⁰

Bidder:

NL Arena:	
Phase 1 (NL Hall):	
Phase 2 (NL Hall):	
Phase 3 (NL Hall):	
Phase 4 (NL Hall):	

Note: Since this is a Request for Proposal all submissions are required to be evaluated based on a set of pre-determined evaluation criteria. All offered prices are offers only and subject to scrutiny. All proponents whether successful or not will be notified of results, in writing at a later date.

Attendees:

<u>Print Name</u>	<u>Representing</u>	<u>Signature</u>
DAVE TREEN	CITY	
Mitch Lafreniere	"	
TAMMIE CALDWELL	T. SHORES	
LINDA MCKNIGHT	C of T.S.	

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

**Being a by-law to enter into an agreement with
Greenview Environmental Management for engineering
services – Accessibility Upgrades – Don Shepherdson
Memorial Arena and New Liskeard Community Hall**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-034-2018 at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989.00 plus applicable taxes for consideration at the July 10, 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 Greenview Environmental Management for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989.00 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 10th day of July, 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

Greenview Environmental Management

for Engineering Services for accessibility upgrades at
the Don Shepherdson Memorial Arena and New
Liskeard Community Hall

This agreement made in duplicate this 10th day of July 2018.

Between:

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

and

Greenview Environmental Management
(hereinafter called “the Consultant”)

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Accessibility Upgrades – City Buildings
Proposal No. PW-RFP-010-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 1st, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Forty-Eight Thousand, Nine Hundred and Eighty-nine Dollars and Zero cents (\$48,989.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article IV:

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

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

The Consultant:

Greenview Environmental Management
13 Commerce Court
Bancroft, Ontario
K0L 1C0

The Owner:

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

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

Signed and Sealed in)
the presence of)

Consultant’s Seal)
(if applicable))

Municipal Seal)

Greenview Environmental Management

President - Tyler Peters

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-000

Form of Agreement



Proposal for Engineering Services

Accessibility Upgrades – City Buildings

RFP# PW-RFP-010-2018



June 26, 2018

Proposal: P18-0626



13 Commerce Court
Bancroft, Ontario
613-332-0057
greenview-environmental.ca

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Section 1 – Introduction & Understanding of RFP Objectives

The City of Temiskaming Shores (City) has invited proposals from qualified and experienced engineering firms for the review, engineering, and design of deliverables to the City associated with the implementation of building accessibility upgrades to two (2) of its buildings:

Building / Facility	Location
New Liskeard Arena	75 Wellington St S, New Liskeard
New Liskeard Community Hall	90 Whitewood Avenue, New Liskeard

For both buildings, the consultant is to work with the City to develop a strategy for building accessibility upgrades. For the Arena, this includes improvements to the main entrance, and the men's and women's washrooms. Once a strategy is confirmed by the City for the Arena, the consultant is to proceed with engineering and design drawings and specifications for future construction.



Figure 1: New Liskeard Arena

For the Community Hall, a pre-engineering/design feasibility study (per Addendum #1) is to be undertaken to assess and evaluate the current and future use of the building, its potential re-use/re-purposing, and based on this, review the accessibility needs of the building overall. As a starting point, the City has identified a number of accessibility and barrier-free aspects for consideration in the study.



Figure 2: New Liskeard Community Hall

Greenview's proven experience in municipal building and facility assessments, building design and engineering, and infrastructure planning is ideally-suited to assist the City with this important project in developing a strategy for accessibility upgrades to important municipal buildings.

Section 2 – Company Profile & Experience of Firm

Our Company

Greenview Environmental Management Limited (Greenview) was established in 2005 to serve the growing engineering and infrastructure needs of smaller municipalities in Ontario. Greenview's new professional office is home to a diverse group of nine (9) staff, including professional engineers, professional geoscientists, project managers, engineering interns, technologists, and project administrators.

Greenview's approach to business is founded predominantly within the Municipal sector of Ontario, where legislative downloading from upper levels of government has called for the unique, client-focused services of Greenview. Greenview prides itself as the premier consulting firm in building engineering and asset management field of service to smaller municipalities.



Greenview's business model and operations are highly-professional, and client-focused, with a unique 'small-municipal' approach and delivery 'style'. Established relationships with municipal clients in neighbouring counties, a track record of successfully delivered projects, and a specialization in complete municipal infrastructure solutions is confirmed with the confidence of our municipal clients in Greenview.

For this particular assignment, Greenview's team is fully-qualified and experienced to undertake all aspects of the services required per the RFP, any issued addenda, and applicable legislation governing the project. Greenview is the prime consultant for this assignment covering the majority of responsibilities of the assignment, with SMES supporting Greenview for mechanical/HVAC engineering aspects as required.

Our Experience

For Greenview and our clients, the value of a Consultant is best measured in the ability to produce the required deliverables, both in a high quality of content and in a manner that supports progress/development on a particular project need. Greenview takes pride in our proven ability to produce high-quality deliverables that consistently exceed Client expectations on a number of levels.

Related to this particular assignment, we offer the following list of background project work to demonstrate Greenview's team qualifications and experience in-line with the requirements of this assignment.

- Engineering and design for new and existing buildings, including comprehensive site accessibility auditing, and building/facility barrier-free design per applicable legislation.
- Building condition assessments including community centres/halls, fire stations, municipal offices, works garages, libraries, and other typical municipal facilities.
- Building engineering and design (new and retrofit) for municipal offices, community centres, fire stations, works depots, inclusive of barrier free design and accessibility.
- Multi-disciplinary engineering and design services, including building design/architectural, structural, mechanical, electrical, and civil disciplines.
- Complete, turn-key engineering, design, tendering/contracting, and contract administration services for building, facility, and other infrastructure projects.

We have selected a number of projects to illustrate our firm's experience and capabilities relative to this project – please refer to Appendix B of this submission. Our team would be very pleased to provide additional project samples for consideration by the City upon request, or preferably, to meet with the City to discuss how Greenview's experience on these and other projects provide specific value to the City for this assignment.

Our Values

Greenview is an established and successful consulting engineering company focused almost exclusively on serving the infrastructure needs of smaller, rural municipalities in central and eastern Ontario – full stop, this is what we do, and we take pride in doing it very well.

Greenview approaches each and every opportunity with an understanding that projects are inherently different and with due respect to individual Client needs and requirements. At the project's initiation, we solicit and gather feedback from our Clients, in a concerted effort to ensure a more in depth understanding of the needs for the project, and to be able to integrate goals, objectives, and preferences at all levels of interest from our Clients.

We encourage you to contact our Client references and to ask how we do business and serve our clients. That's the best way to learn about what we do, and how we do it, and we're positive that the City of Temiskaming Shores will want to learn more about how Greenview can make this project a success, adding to our growing list of others.

Greenview's staff are duly registered with a number of professional organizations, governing bodies, and associations, including the following that apply to the services associated with this project.



Professional Engineers
Ontario



ASSOCIATION OF CONSULTING
ENGINEERING COMPANIES | CANADA

Our Clients

Greenview is very pleased to offer the following as a selected list of client references for similar project work currently under contract with Greenview. We encourage you to contact these municipalities to learn about the distinct advantage of Greenview's full-service and value-added engineering and asset management services to municipalities.

Client Name & Township	Relevant Projects	Contact Information
Pat Pilgrim, CAO <i>Municipality of Hastings Highlands, ON</i>	<ul style="list-style-type: none"> • <i>Building & Facility Strategic Plan Development</i> • <i>Building & Facility Accessibility Auditing & Condition Reviews, Cost Estimation</i> • <i>Energy Conservation and Demand Management Planning & Reporting</i> 	Tel: 613-338-2811
Jamie Doering, Public Works Manager <i>Township of Greater Madawaska, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition, Design & Engineering, Municipal Office Retrofit (Calabogie Public School)</i> • <i>Building & Facility Condition, Design & Engineering, Ginza Recreation Centre</i> • <i>Building & Facility Condition Assessment, Former Municipal Office and Community Library</i> • <i>Asset Management Planning</i> • <i>Municipal Energy Conservation and Demand Management Planning</i> 	Tel: 613-752-2222
Lindsey Parkes CAO / Clerk <i>Township of McNab/Braeside, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition, Conceptual Design & Engineering, Cost Estimation, Fire Station #1 Expansion</i> • <i>Building Design, Engineering, Cost Estimation, Tendering, Contract Administration, New Braeside Recreation Centre</i> 	Tel: 613-623-5756
Lois O'Neill-Jackson, CAO <i>Municipality of Trent Lakes, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition Review, Preliminary Design, Cost Estimation, Deer Bay School Hall Retrofit</i> • <i>Design, Engineering, Tendering, Contract Administration, New Fire Station No. 4 – Nogies Creek</i> 	Tel: 705-738-3800
Tom Gefucia, Treasurer <i>Township of Lake of Bays, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition Review, Preliminary Design, Cost Estimation, Municipal Administration and Public Works Buildings Strategic Plan</i> 	Tel: 705-635-2272

Please refer to Greenview's past project samples and primary team member resumes in Appendix B of this submission to learn more about Greenview's unique experience and approach to this assignment. Additional experience and references can be provided upon request.

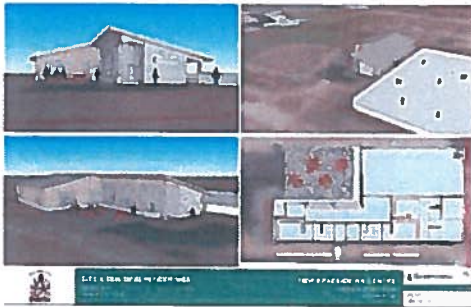
Section 3 – Qualifications & Experience of Team Members

Our Team

This section presents primary team personnel with relevant experience and qualifications with respect to this assignment. Selected primary team member and any subconsultant resumes are included with this proposal in Appendix B.

Tyler Peters, P.Eng. – Project Director & Team Leader, Civil, Environmental

Tyler fulfills the role as Greenview's consultant team's overall Project Director, ensuring that the required resources for any assignment are effectively assigned and coordinated, in order that milestones and deliverables for any project remain as planned. Tyler would also be the primary point of contact for this project with the City.



Tyler is President of Greenview Environmental Management and is a registered Professional Engineer in the Province of Ontario with diversified consulting engineering experience in the municipal sector extending over nineteen (19) years managing projects in most engineering sectors. Tyler has extensive infrastructure project planning, consultation, and implementation experience with municipalities, private enterprises, and regulatory agencies in a number of project delivery methods, with proven success. Tyler's small, rural, municipal roots and corresponding planning and engineering experience on rural Ontario projects provides real, experience-based benefit to Greenview's clients.

Henry Hutchison, P.Eng., B.Arch. – Structural, Building Design Review, Code Review

Henry will be the engineering team leader for this project, applying his nineteen (19) years of structural engineering, building design, and holistic engineering experience to the project. Henry is a specialist in building design and engineering, with experience in various public buildings and facilities and project types including heritage building construction, in a variety of site and building applications and classifications.

Henry is a registered Professional Engineer in the Province of Ontario, and is Greenview's senior engineering and design group leader, with a specialisation in structural engineering, building condition assessments, new and retrofitted building design, and technical support/peer review to a variety of infrastructure projects and undertakings across the team presented herein.



Noella Floyd – Accessibility, Project Coordination, CAD, Cost Estimating

Noella provides overall consultant team coordination and will also support Greenview's consultant team in a variety of roles, including site reviews/evaluations, primary CAD design, order of magnitude cost consulting and estimating, contract administration, and overall project administration.

Noella is a graduate of architectural technology with over 4 years of experience in the building design, assessment, cost estimating, and project coordination roles with Greenview.

Rob Suppa, P.Eng. (SMES) – Electrical / Energy

Rob is President and Principal Engineer with Steenhof and is a graduate from Queen's University in Kingston and is a registered Professional Engineer, licensed to practice in the provinces of Ontario, Alberta, Northwest Territories, and Nunavut. Rob has worked in the consulting engineering industry for over 16 years and has extensive experience in a variety of construction projects, types, and locations. Rob's main area of expertise is electrical building system design, including power, lighting, emergency generation, fire and life safety, and communications.



Kevin Woods, P.Eng. (SMES) – Mechanical

Kevin is a Senior Mechanical Engineer and a graduate from the University of New Brunswick and is a registered Professional Engineer in the Province of Ontario. Kevin has extensive experience in existing facility condition assessments, new and emerging HVAC technologies, life safety systems, energy conservation and demand management, renewable/energy efficiency in building systems, building automation and controls, plumbing systems and mechanical systems operations. Kevin will lead and will be responsible for fulfilling the mechanical engineering review and design for the roster team, utilizing his nine (9) years of multi-disciplinary mechanical design and engineering experience from a variety of building types, conditions, locations, and occupancies.

Value-Added Services

In addition to the specialized engineering expertise we offer, Greenview's team has unique, value-added, qualities that present us as the ideal consultant for this assignment, as follows:

- **Experience** – Greenview is currently undertaking a comprehensive and accessibility-focused building and facility strategic study (36 buildings) for a municipal client in eastern Ontario. The benefits of this study to the City is that many of the buildings are similar to those included in the RFP. Based on past and current project experience, Greenview's team brings a unique small rural consulting approach that is an ideal fit to undertake this assignment. We've included a number of past project samples in Appendix B for the City's consideration and review. As you will note from our selected past project experience information, it extends across all types of municipal buildings, all inclusive of those listed for this assignment, in varying age, complexity, and occupancy/classification.
- **Professionalism** – Greenview works very closely with Clients, stakeholders, the public, and regulatory agencies in the delivery of our services on any given assignment. For the City, having an established and highly-professional consulting firm working with them is an asset to this project and future phases.
- **Flexibility** – We pride ourselves as a small rural consultant, with inherent service flexibility, complemented with extensive, proven experience directly in-line with the field of study required for this project. From our experience record, we take great pride in having a comprehensive set of project experiences that allow us to be flexible and dynamic in achieving the goals for this project.

Our value-added services to our municipal clients have been well-established and proven, and we would welcome the opportunity to extend these benefits to the City of Temiskaming Shores through this project.



Section 4 – Study Approach & Methodology

The RFP provides the goals and objectives for this project. Based on a number of projects Greenview has undertaken of similar nature and scope, we have developed the following approach and methodology to meet the objectives of the assignment.

Task 1 – Project Initiations

At the project's initiation, Greenview would undertake the following:

1. Schedule and facilitate a project initiation meeting with the City to: review and confirm, scope, fees, schedule, expectations of the project.
2. Review any support needs of the City related to the project, special considerations, other studies, etc.
3. Obtain and review existing background information available from the City and/or other sources identified. Notify the City of any information gaps, pursue gap reductions accordingly.

Task 2 - New Liskeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications

For the Arena site, the scope of work is understood to be generally straight forward. Greenview would undertake the following:

1. Visit the project site for required inspections, measurements, mechanical and electrical equipment cataloguing, and related on-site work. Where deemed important to the study, openings in existing building walls, floors, ceilings, or other areas may be required and undertaken. Proposed openings would be coordinated with the City accordingly.
2. Document field conditions and related information as it pertains to the various disciplines of the project.
3. Review accessibility alternatives to meet the City's needs for the project site.
4. Proceed with preliminary engineering and design and drawings for the Arena, provide for review by the City.
5. With review comments, finalize the design drawings for pertinent disciplines and submit to the City for their file and future use.



Task 3 - New Liskeard Community Hall: Accessibility Feasibility Study & Fire Code Audit

For the Community Hall site, a feasibility study is required to investigate, understand, and evaluate accessibility alternatives and/or upgrades. The general approach to the study would include:

1. Site visitation, measurement, and visual inspection of the existing building structural, mechanical, electrical, and civil (exterior) conditions.
2. Measure existing building spaces/areas, prepare measured preliminary floor plans.
3. With the support of City staff, review and evaluate potential re-use and/or re-purposing of the building.
4. Based on the tasks above, develop and assess accessibility alternatives for the building, including main entrance, washrooms, and multi-storey access throughout the building, with due consideration of the building's planned occupancy and use.
5. With due consideration of the above, undertake an audit of the existing building fire and life safety systems and equipment.
6. Prepare cost estimates associated with accessibility upgrades/alternatives.
7. Prepare a feasibility study report to document the findings of the study and make recommendations for next steps.
8. Present the feasibility report to the City at an in-person meeting with municipal staff.



Section 5 – Consultant Quality & Risk Management Plan

Greenview's approach to any project includes a due account for continued quality assurance and risk management, focused primarily by Client goals and objectives and governed by applicable codes and statutes.

Depending on the assignment, Greenview assembles its design teams based on the needs of the specific project, and with due consideration of cost and return on the Client's investment. In addition to clearly understanding the Client's goals and objectives for a given assignment, are the establishment of procedures and processes by which an assignment is undertaken by Greenview and our team.

During the performance of the project, the following measures have been/will be employed by Greenview for this assignment:

1. Thoroughly review and understand RFP requirements, request and obtain any scope clarifications at the RFP and/or initiation stage for any items noted, fully understand the general scope of responsibilities, Client expectations and objectives. Ensure that project requirements and associated assignments are clearly understood and adopted by the project team.
2. At each task's initiation stage, thoroughly research and review existing and background documentation relative to all sites to identify key design, operational, and field work constraints. Carefully review and investigate findings on-site. Confirm any site-specific constraints to the City as identified, to ensure accountability throughout all stages of the project.
3. Throughout the course of the project, provide clear and concise communications with the Client's representative with respect to background information needs, scheduling of site visits and meetings, and other aspects of the project where external input/participation is necessary to complete the work. Ensure only a single point of contact for communications is identified and maintained with the Client throughout the project.
4. Anticipation of impacts to critical path tasks on the project, including a clear understanding of site specific conditions and access, sensitivities, restrictions, security, and other factors that may impact scheduled field work and associated deliverables.
5. Based on Greenview's past experience on a multitude of similar projects, understand the administrative and technical requirements of the project's development from initiation to completion. Employ this knowledge and understand to the project(s), to manage/minimize potential delays, additional costs, and any other unnecessary implications to the project.



Section 6 – Proposed Work Plan & Schedule

Greenview's work plan for this project has been developed based on our current understanding of the RFP, and the expected deliverables.

In Section 4, we provided a detailed approach and methodology for undertaking the project. Greenview has developed a detailed and comprehensive work plan and timeline, as summarized in the attached Table 2.

Greenview's schedule is subject to contract award and the confirmation of scope and deliverables from the outcome of the project initiation meeting.

Section 7 – Financial Summary

Based on our clear understanding of the project, our selected project team and experience, and our unique approach, Greenview has carefully considered the project's requirements, and has duly accounted for the required fees and expenses associated with the RFP's scope of work.

Greenview's fee estimate is based on our current understanding of the work and Greenview's experience in undertaking similar projects, and any assumptions noted. A detailed contribution matrix and associated fee estimate is enclosed as Table 1.

The estimated fees include professional fees, travel, and any disbursements associated with the proposed work. For any additional services, the following standard unit rates would apply.

Role	Unit Rate
Project Director	\$ 150 / hour
Senior Professional Engineer (P.Eng.)	\$ 150 / hour
Junior Engineer / Engineering Intern (EIT)	\$ 125 / hour
Senior Technologist / CAD	\$ 95 / hour
Administration	\$ 45 / hour
Disbursements	Cost plus 10%, mileage \$0.55/km

In the event that a situation arises that requires services in addition to those understood at the closing of the RFP period, Greenview will openly consult with the City to develop an appropriate approach to addressing any additional services not included in this proposal and would proceed upon written agreement to proceed only.

List of Assumptions

Based on our current understanding of the project, the RFP documentation, and other aspects of the competitive bidding process for this project, the following assumptions are specifically noted in the preparation of Greenview's proposal.

1. Greenview would have full, unobstructed, and safe access to the identified sites and facilities based on Greenview's confirmed schedule. In the event of access delays and/or complications, additional (delay) costs may apply at standard unit rates.
2. Greenview would have access to all historical data and reporting documentation related to and potentially pertinent to the project. It is assumed that this documentation is complete and accurate, in a functional, unsecured format, and readily available from the City.
3. In the event that openings in buildings are to be advanced, it is the City's responsibility to provide a current and representative designated substance report for each building and respective area in accordance with standard procedures for this type of work, as applicable. Repairs associated with any openings would be the responsibility of the City.
4. Greenview's services committed under this proposal are valid for thirty (30) calendar days, or as specifically noted in the RFP documents, whichever is greater. Greenview's services to its valued clients are governed by the attached Statement of Service Qualifications and Limitations (Appendix D).

Tables





Table 1

Client: City of Temiskaming Shores
 Project: Accessibility Upgrades - City Buildings (RFP#: PW-RFP-010-2018)

Detailed Contribution Matrix & Fee Summary

Task Description	Team Members							Total Fees	Total Disbursements	Total Costs
	ID	Sub Task Description	PD \$150	SR ENG \$150	JR ENG \$120	CAD \$85	STECH \$55			
1.0 Task 1 - Project Initiations										
1.1 Initiation Meeting		12	12			12		\$4,665	\$600	\$5,265
1.2 Obtain & Review Background Information		1	2					\$540		\$540
2.0 Task 2 - New Liskeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications										
2.1 Site Review, Measurement, Investigation			8			8		\$1,880	\$3,030	\$4,910
2.2 Preliminary Engineering & Design Drawings		1	8	16	16	4		\$4,970		\$4,970
2.3 Detailed Engineering & Design Drawings		1	4	2	24	2		\$3,200	\$4,438	\$7,638
3.0 Task 3 - New Liskeard Community Hall: Accessibility Feasibility Study & Fire Code Audit										
3.1 Pre-Consultation Meeting		4	4			4		\$1,540	\$2,190	\$3,730
3.2 Site Review, Measurement, Investigation			8			8		\$1,880	\$600	\$2,540
3.3 Base Plan Drawing Preparation			1	1	12	2		\$1,460		\$1,460
3.4 Review Building Use, Develop & Assess Accessibility Alternatives		1	8		12	8		\$3,050	\$660	\$3,050
3.5 Cost Estimating		1	2			8		\$1,130		\$1,130
3.6 Fire Code Audit		1	4		2	2		\$1,090	\$3,475	\$4,565
3.7 Summary Report		1	4	24	8	12	2	\$5,420	\$660	\$6,080
3.8 Report Presentation Meeting		12						\$1,800	\$600	\$2,400
Staff Resource Allocation			35	65	43	74	70	\$32,025	\$10,364	\$42,389
Total (excluding HST)										\$48,989

Notes:





Table 2

Client: City of Temiskaming Shores
 Project: Accessibility Upgrades - City Buildings (RFP#: PW-RFP-010-2018)

Detailed Work Plan & Schedule

Work Plan Task Description		Proposed Schedule													
ID	Sub Task Description	Week of Jul02	Jul09	Jul16	Jul23	Jul30	Aug06	Aug13	Aug20	Aug27	Sep03	Sep10	Sep17	Sep24	Oct01
1.0	Task 1 - Project Initiation														
-	Project Award (anticipated)														
1.1	Initiation Meeting			M											
1.2	Obtain & Review Background Information														
2.0	Task 2 - New Lakeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications														
2.1	Site Review, Measurement, Investigation														
2.2	Preliminary Engineering & Design Drawings														
2.3	Detailed Engineering & Design Drawings														M
3.0	Task 3 - New Lakeard Community Hall: Accessibility Feasibility Study & Fire Code Audit														
3.1	Pre-Consultation Meeting														
3.2	Site Review, Measurement, Investigation														
3.3	Base Plan Drawing Preparation														
3.4	Review Building Use, Develop & Assess Accessibility Alternatives														
3.5	Cost Estimating														
3.6	Fire Code Audit														
3.7	Summary Report														M

M Project Milestone / Deliverable

*Actual schedule subject to project award.

Appendix A





City of Temiskaming Shores
PW-RFP-010-2018
Fee Proposal for Accessibility Upgrades – City buildings

PW-RFP-010-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Greenview Environmental Management Limited
(Registered Company Name/Individuals Name)

Of, 13 Commerce Court, Bancroft, ON, K0L 1C0
(Registered Address and Postal Code)

Business:

Phone Number (613) - 332-0057

Fax Number (888) - 905-8873

We/I hereby offer to enter into an agreement to supply and deliver, as required in accordance to the proposal for a price of:

NL Arena Lump sum price before HST	\$ <u>20,470.00</u>
Phase 1 NL Community Hall before HST	\$
Phase 2 NL Community Hall before HST	\$ 28,519.00
Phase 3 NL Community Hall before HST	\$
Phase 4 NL Community Hall before HST	\$



City of Temiskaming Shores
PW-RFP-010-2018
Fee Proposal for Accessibility Upgrades – City buildings

NON COLLUSION AFFIDAVIT

I/ We Greenview Environmental Management Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed

Tyler H. Peters, P.Eng.

Company Name

Greenview Environmental Management Limited

Title

President



City of Temiskaming Shores

PW-RFP-010-2018

Fee Proposal for Accessibility Upgrades – City buildings

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at, Bancroft this 22nd day of June, 2018.

FIRM NAME: Greenview Environmental Management Limited

BIDDER'S AUTHORIZED OFFICIAL: Tyler H. Peters, P.Eng.

TITLE: President

SIGNATURE: 

Appendix B



Building Accessibility Studies Infrastructure Planning & Engineering

Client:

Municipality of Hastings Highlands

Maynooth, Ontario

Highlights:

- Comprehensive review of current and applicable legislation pertaining to building/facility accessibility
- Comprehensive review of over 30 existing municipal sites and buildings for legislated compliance
- Building code review and evaluation of compliance alternatives
- Remedial alternative development, analysis, cost estimation
- Evaluation of proposed accessibility upgrades compared to building life-cycle needs assessment, short and long-term building use

Description:

Greenview's team of municipal building specialists were retained to undertake a comprehensive review of existing municipal buildings/facilities with respect to existing and pending accessibility requirements for the Municipality of Hastings Highlands. For each location, general site, and building accessibility and barrier-free reviews were undertaken, to inform elements of building re-purposing and/or renewal strategic planning.

Using the benchmarking from the audit phase, the second phase of the project provides a strategic plan for the municipality to undertake short and long-range municipal building service replacement, and/or renewal as part of their upgraded asset management and capital improvement plans.



Key Services:

- ❑ Facility auditing, records review and cataloguing
- ❑ Accessibility review and assessment
- ❑ Barrier-free modification and compliance assessments
- ❑ Capital/lifecycle cost estimating, valuation
- ❑ Capital upgrade replacement strategic planning, financial impact analysis, and recommendation

Building Design & Engineering Recreation & Community Centres

Client:

Township of McNab / Braeside

County of Renfrew, Ontario

Highlights:

- Full-service, site optimization, building preliminary and detailed engineering and design, cost estimation, tendering/contracting, and contract administration services for the municipality for a community centre building replacement project
- Optimization of limited building area and space, integrating existing sports field, outdoor rink, basketball court, playground facilities
- Incorporated energy efficiency measures including, passive solar, natural daylighting, new and emerging HVAC technology review
- Incorporation and integration of design attributes and features as part of a municipal-wide building renewal strategy

Description:

Utilizing space needs provided by the Client, Greenview and its design team developed a building space program and design to replace the existing Braeside Recreation Centre in the Township.

Working closely with the municipality's building committee and staff, Greenview is advancing the detailed design of the project, based on committee review that meets the long-range use and budgetary needs of the local community and the municipality overall.

Detailed design is planned for completion in the summer of 2017, and construction is set to commence in fall of 2017, under Greenview's contract administration guidance and assistance.



Key Services:

- Site review, investigation, and evaluation
- Geotechnical investigations, engineering surveying
- Architectural, civil, structural, mechanical, plumbing, and electrical design
- Construction cost estimating and optimization
- Construction tendering and contracting
- Contract administration and advisory services

Building Design & Engineering Centralized Municipal Servicing

Client:

Township of Douro-Dummer

County of Peterborough, Ontario

Highlights:

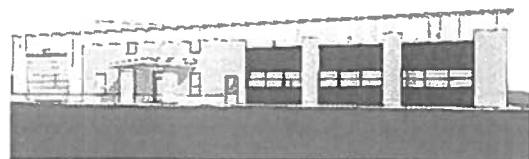
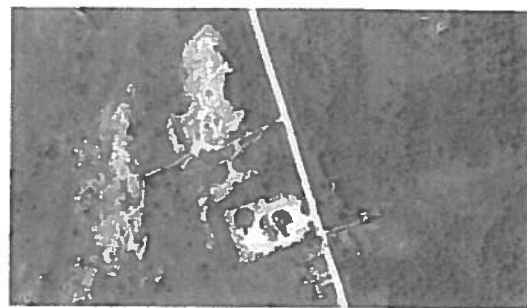
- Full-service, site evaluation, design, engineering, cost estimation, and project funding sourcing services for the municipality
- Integrated new and emerging, energy-efficient and renewable energy technologies into design
- Net-zero energy building (NZEB) design and engineering optimization, sourced funding
- Sustainable design and engineering approach, including maximized water conservation, envelope optimization, renewable energy systems

Description:

The Township of Douro-Dummer retained Greenview to undertake a full site and building design assignment focused on the centralization of municipal public works and fire and rescue servicing for the entire municipality from one, new site location.

A Municipally-owned, mined-out aggregate pit property was utilized for redevelopment as part of the project. Greenview developed the design for the site with the support of a municipal working group, focused on the project's planning and design needs with the overall objective to improve service and response times to ratepayers.

The project's design included a particular objective of achieving a Net-Zero Energy Building status, among other environmental benefits, consistent with the Township's sustainability commitments.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Pre-engineered metal building design
- ❑ Civil, structural, mechanical, plumbing, electrical and energy engineering
- ❑ Construction cost estimating and value optimization
- ❑ Project funding applications, consultation, liaison

Building Condition Studies

Infrastructure Planning & Engineering

Client:

Township of Lake of Bays

Dwight, Ontario

Highlights:

- Review of existing municipal industrial site and building condition, historical use, operating systems, evaluation.
- Assessment of structural condition, operating life estimation.
- Review of energy-consuming systems, condition, performance, efficiency.
- Evaluation of existing building re-purposing, renovation, or replacement, including cost and risk considerations.
- Development of short-term operational strategy to mitigate service interruptions, impact to ratepayers, operational cost.

Description:

Greenview's team of municipal building reviewers were retained to undertake a holistic review of existing municipal public works facilities for the Township of Lake of Bays, in the District of Muskoka. For each location, general site, building structural, HVAC, plumbing, and electrical condition reviews were undertaken, to inform building repurposing and/or renewal strategic planning.

For the Township's Dwight location, the results of the study recommended replacement of the existing works facility with a new, centralized public works depot, which moved to construction in 2016. The Township's other facilities were scheduled for future repurposing in 2017 and 2018.



Key Services:

- ❑ Facility auditing, records review and cataloguing
- ❑ Structural condition review and assessment
- ❑ HVAC condition review and assessment
- ❑ Fire and life safety condition review and assessment
- ❑ Capital/lifecycle cost estimating, valuation
- ❑ Capital upgrade replacement scheduling, coordination and recommendation

Building Design & Engineering Municipal Offices

Client:

Township of Greater Madawaska

County of Renfrew, Ontario

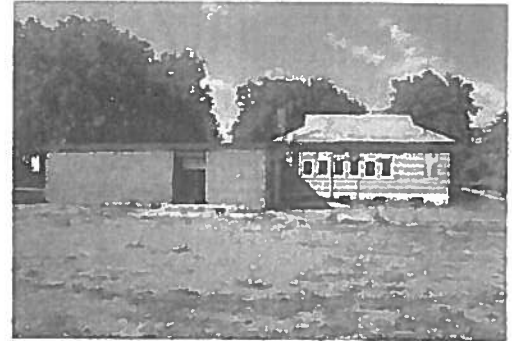
Highlights:

- Conversion of historic Calabogie Public School into new municipal administration offices and Council Chamber
- Conversion design accommodated growing staff and administrative needs of the municipality
- Integrated new and emerging energy efficient mechanical technologies for energy efficiency
- Maintained heritage aspects of the former school into the design

Description:

Working closely with the Township's working group, Greenview facilitated the architectural, structural, mechanical, and electrical servicing needs of the conversion of the historic Calabogie Public School into the Township's new municipal offices.

The school closed in 2009, and was built in several phases starting with the original schoolhouse in the early 1900's. As part of the design, special elements of the schoolhouse's original construction were maintained and enhanced, using contemporary design elements to highlight selected features of the project.



Key Services:

- ❑ Building condition review and energy audit
- ❑ Structural engineering review and analysis
- ❑ Heritage architectural review and design
- ❑ Multi-disciplinary engineering and design services
- ❑ Construction cost estimating and value engineering
- ❑ OBC General Review of construction

Building HVAC Renewals

Building Infrastructure Improvements

Client:

Ministry of Infrastructure

Province of Ontario

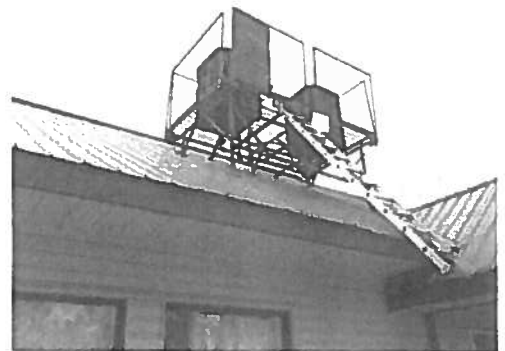
Highlights:

- Building investigative studies to assess building heating, ventilation and cooling system infrastructure and equipment deficiencies, needs, and renewal optimization
- Development of renewal alternatives and options, schematic design and engineering, energy efficiency review, initial cost estimation
- Detailed engineering and design of HVAC system renewals, including secondary engineering disciplines with electrical, structural as required
- Full-service tendering, contracting, and construction administration services to implement the preferred renewal solution

Description:

Greenview has been provides multi-level mechanical engineering and design services to the Ministry of Infrastructure for government building system renewals across central and eastern Ontario.

Depending on the assignment, Greenview works closely with provincial representatives and consultant teams to develop energy-efficiency and cost-effective HVAC building system renewals that meet current code and energy efficiency program objectives. Projects include institutional, administrative, and related ancillary service buildings.



Key Services:

- ❑ Building system review, investigation, testing and evaluation
- ❑ Building system reviews, testing, performance assessment
- ❑ Mechanical, electrical, structural design & engineering
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and advisory services

Building Design & Engineering Emergency Services

Client:

Municipality of Trent Lakes

County of Peterborough, Ontario

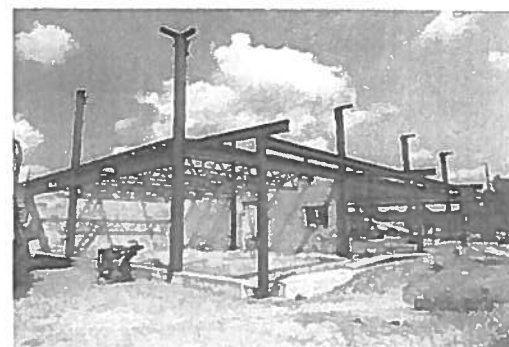
Highlights:

- Full-service, site evaluation, design, engineering, cost estimation, tendering/contracting, and contract administration services for the municipality
- Integrated new and emerging energy efficient and renewable energy technologies into design
- Incorporated passive solar, natural daylighting, and other low-cost design benefits
- Tendered and managed construction of the project within expected timelines and budget

Description:

The Municipality retained Evergreen/Greenview to assess a plan to utilize available space on municipal property adjacent to the municipal office for a new fire rescue facility. The new fire station was needed as a centralized facility for improved response times to emergencies, training, and optimize resources in the fire rescue needs of the municipality.

Working closely with a sub-committee of municipal staff, a complete project review and design was completed to meet not only the fire rescue needs of the municipality, but also address other important strategic planning requirements.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Conventional and pre-engineered metal building design
- ❑ Civil, structural, mechanical, plumbing, and electrical engineering
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and OBC General Review

Infrastructure Planning Asset Management Plans

Client:

Municipality of Highlands East

County of Haliburton, Ontario

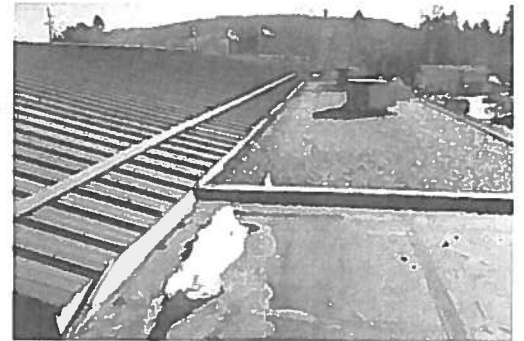
Highlights:

- Engineering reviews of infrastructure assets across the municipality
- Building condition reviews and assessments and reporting
- Water and wastewater infrastructure needs in a small, rural, municipalities
- Asset service levels, risk assessments, and management strategies
- Financial model development and forecasting/planning

Description:

Greenview's multi-disciplinary team of technical and experienced cost estimating personnel completed a number of unique, value-added, asset management plans to assist municipalities in their requirements for municipal standards and infrastructure funding eligibility.

Undertaking building condition reviews, roads needs assessments, bridge and large culvert inspections, water/wastewater servicing in a remote hamlet, and recreational infrastructure, the results were all included in the final plan for review and use in financial planning and annual budgeting on an annual basis.



Key Services:

- Financial reporting and auditing
- Road and water crossing needs assessment
- Building condition review and assessment
- Equipment, vehicles, systems review
- Capital cost estimating, valuation, forecasting, modelling
- On-going asset management, monitoring, reporting, valuation

Building Design & Engineering Public Works Depots

Client:

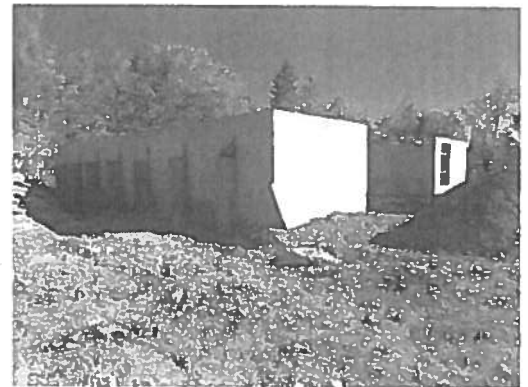
Township of McNab / Braeside

County of Renfrew, Ontario



Highlights:

- Full-service, site evaluation, preliminary design, cost estimation, tendering/contracting, and contract administration services for the municipality for a design-build project
- Integrated new and emerging energy efficient and renewable energy technologies into design
- Incorporated passive solar, natural daylighting, and other low-cost design benefits
- Tendered and managed construction of the project within expected timelines



Description:

With careful planning and budgeting, the Township retained Greenview to develop a strategy to optimise existing municipal lands for the construction of a new public works depot to service the northern portion of the municipality.

Working closely with operations staff to understand their needs, a complete road maintenance operational facility with a 3-bay garage and winter sand/salt structure was designed and constructed in 2015/16, with Greenview managing the project on behalf of the Township.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Conventional and pre-engineered metal building preliminary design
- ❑ Civil, structural, mechanical, plumbing, and electrical technical specification
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and advisory services

Energy Management Planning Conservation and Demand Management

Client:

Municipality of Hastings Highlands

County of Hastings, Ontario

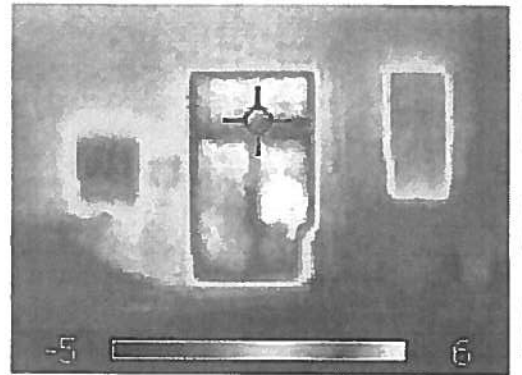
Highlights:

- Review of municipal building energy usage in accordance with O.Reg. 397/11
- Assessment of energy consumption and greenhouse gas (GHG) emissions
- Review of energy-consuming systems, condition, performance, efficiency, life cycle
- Develop a strategy for the improvement of high-energy building systems and components, deficiencies
- Prepare capital improvement plan, cost estimates, paybacks

Description:

Greenview team of energy specialists completed a multitude of energy conservation and demand management plans for municipalities and other sector clients, to review and assess excessive energy needs in the use and operation of buildings and facilities.

Utilizing Greenview's multi-faceted team of engineering and energy specialists, municipal buildings/facilities were evaluated for energy deficiencies in building envelope, mechanical systems, electrical services, and other energy-related equipment contributing to excessive energy usage and consumption, with realistic, balanced recommendations and solutions.



Key Services:

- ☐ Energy auditing and recordkeeping
- ☐ Building condition review and assessment
- ☐ Energy consumption and demand review
- ☐ Capital/lifecycle cost estimating, valuation, forecasting
- ☐ Focused/On-going energy monitoring, reporting, and evaluation

Tyler H. Peters, P.Eng.

Project Director

Summary:

Tyler has over eighteen (18) years of project development, management, and engineering experience on a variety of project types predominantly in Canada. Since 2003, Tyler has been engaged in long-range municipal infrastructure planning and development projects, primarily assisting small municipalities and private sector clients with infrastructure and energy-sector needs and regulatory compliance matters in central and eastern Ontario.

Tyler's experience with public and private sector clients has spanned the all facets of municipal assets, initially in environmental, and developing into multi-phase municipal infrastructure project development and management, to asset renewal and municipal operations optimization for small, rural, municipalities in Ontario.

Roles:	Principal, Business Development Leader Project Director / Leader Civil Engineer Client / Agency Liaison Construction Contract Specialist / Administration Leader						
Experience:	<table border="0"> <tr> <td style="vertical-align: top;">2005 – Present</td> <td>President/Project Director, Greenview Environmental Management Bancroft, ON</td> </tr> <tr> <td style="vertical-align: top;">2003 – 2005</td> <td>Municipal Solid Waste Group Leader, SGS Lakefield Research Limited Peterborough, ON</td> </tr> <tr> <td style="vertical-align: top;">1999 – 2003</td> <td>Construction Manager/Engineer, BBL Environmental Services Inc. Ann Arbor, MI, USA</td> </tr> </table>	2005 – Present	President/Project Director, Greenview Environmental Management Bancroft, ON	2003 – 2005	Municipal Solid Waste Group Leader, SGS Lakefield Research Limited Peterborough, ON	1999 – 2003	Construction Manager/Engineer, BBL Environmental Services Inc. Ann Arbor, MI, USA
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1999 – 2003	Construction Manager/Engineer, BBL Environmental Services Inc. Ann Arbor, MI, USA						
Education:	<table border="0"> <tr> <td style="vertical-align: top;">1999</td> <td>Bachelor of Science, Engineering, Queen's University, Kingston, ON</td> </tr> <tr> <td style="vertical-align: top;">1994</td> <td>Engineering Technician, Haileybury School of Mines, Haileybury, ON</td> </tr> </table>	1999	Bachelor of Science, Engineering, Queen's University, Kingston, ON	1994	Engineering Technician, Haileybury School of Mines, Haileybury, ON		
1999	Bachelor of Science, Engineering, Queen's University, Kingston, ON						
1994	Engineering Technician, Haileybury School of Mines, Haileybury, ON						

Selected Project Experience:

Buildings & Facilities:	<p>HVAC Replacement for Recreational Facility <i>DND/DCC CFB North Bay, 2018</i> Structural Engineering & Design, Coordination</p> <p>New Braeside Recreation Centre <i>Township of McNab/Braeside, 2016-2017</i> Site Development Planning, 4,300SF Building Design & Engineering, Construction Cost Estimation, Tendering, Contract Administration</p> <p>Centralized Public Works/Fire & Rescue Facility <i>Township of Douro-Dummer, 2016-2017</i> Site Development Planning, 26,000SF Building Design & Engineering, Construction Cost Estimation, Funding Sourcing</p> <p>HVAC Systems Renewal – Bancroft OPP <i>Ontario Ministry of Infrastructure, 2016-Present</i> Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Tendering/Contracting, Contract Administration</p> <p>Municipal Complex HVAC Study <i>Municipality of French River, 2014-Present</i> Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning</p>
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Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure, 2016

120,000SF Building Controls and Systems Evaluation Study, HVAC, BAS, Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016

Site Evaluation, Preliminary Engineering, Tendering, and Contract Administration

New Sales and Service Buildings

Private, 2015-Present

Site Evaluation, Site Plan Control, Design, Engineering, Tendering, Contract Administration

Fire Station No. 4 - Nogies Creek

Municipality of Trent Lakes, 2014-2016

Site Evaluation, Design, Engineering, Cost Estimation, Tendering, Contract Administration

Dorset PW Garage

Township of Algonquin Highlands, 2014-2015

Site Evaluation, Design, Engineering, Cost Estimation, Tendering, Contract Administration

Ivanhoe PW Garage Expansion

Municipality of Centre Hastings, 2014

Site Evaluation, Design and Engineering, Permitting and Approvals

Wilberforce Library

Municipality of Highlands East, 2014

Site Evaluation, Design and Engineering

Design of New Office Space

Township of Greater Madawaska, 2012-2014

Design, Engineering, Tendering, Cost Estimating, Contract Administration

Design of Municipal Office Addition and Renovations

Township of Brudenell, Lyndoch and Raglan, 2013-2014

Design, Engineering, Cost Estimating, Tendering, Contract Administration

Municipal Energy Conservation and Demand Management

Various Municipalities/Clients, 2013-Present

Facility Review, Verification, Measurement, Optimization, Annual Reporting

Municipal Infrastructure:

Nicholson's Bridge Replacement

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract Administration, Permitting and Approvals

Jack's Creek Crossing

Township of Killaloe, Hagarty and Richards, 2015

Site Evaluation, Design, Engineering, Cost Estimating

Ridge Road / North Steenburg Lake Road Rehabilitation

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Tendering, Contract Administration

Municipal BB Recycling Optimization Project – Waste Transfer Station Upgrades

Town of Bancroft, 2016

Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract Administration, Permitting and Approvals, Public Liaison

Rehabilitation Design of Municipal Roads (Various)

Various Municipalities, 2014-Present

Design, Engineering, Tendering, and Contract Administration

Municipal Asset Management Planning

Various Municipalities, 2013-Present

Asset Condition Review, Repair/Replacement Estimation, Financial Analysis and Planning, Annual Reporting and Updates

Faraday Landfill Leachate Management Project

Township of Faraday/Town of Bancroft, 2007-2013
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration, Approvals

Killaloe and Round Lake Waste Transfer Station Upgrades

Township of Killaloe, Hagarty and Richards, 2011-2012
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Waste Transfer Station Upgrades

Township of Greater Madawaska, 2008-2010
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Waste Management Strategic Planning

Various Municipalities, 2004-Present
Strategic Planning, Design and Engineering, Procurement, Implementation

Municipal Peer Review Engineering

Various Municipalities, 2005-Present
Infrastructure Project Peer Review and Assessment

Environmental:

Landfill Annual Monitoring Programs – Various Waste Disposal Sites

Various Municipalities, >50 Sites, 2003 - Current
Groundwater, Surface Water, Landfill Gas, Waste Capacity Assessment, Operations, Compliance, MOECC Reporting, Long-Range Planning

Landfill Site Development/Expansion Design & Engineering

Various Municipalities
Site Evaluation/Assessment, Conceptual and Detailed Design, Landfill Area Optimization/Maximization, Environmental Compliance, Permitting & Approvals, Agency/Public Liaison, Implementation, Project Management

Phase I, II, & III Environmental Site Assessments (Various)

Private/Confidential
Site Evaluation, Subsurface Investigations (soil/groundwater), Sample Collection, Data Interpretation, Reporting, Remediation

Municipal Solid Waste Strategic Planning

Various Municipalities
Short-Term Compliance and Long-Range Strategic Planning for Municipalities for Integrated Waste Management Plans, Permitting & Approvals, Implementation, Project Management & Administration

Renewable Energy:

Alderville First Nation Solar Farm

Alderville First Nation, 2011-2014
Site Evaluation, Design, Engineering, Tendering, Contract Administration, Permitting and Approvals

FIT Solar PV Project Design/Build

Various, 2009-Present
Design, Engineering, Permitting, Construction

Professional Affiliations:

Professional Engineers Ontario (PEO)

Consulting Engineers Ontario (CEO)

Canadian Green Building Council (CaGBC)

Personal Interests/Affiliations:

Rep Team Coach, Bancroft District Minor Hockey Association

Coach, Recreational Soccer, Bancroft FC

Member, North Hastings Community Fish Hatchery

Henry S. Hutchison, P.Eng., BArch

Senior Project Engineer

Summary:

Henry has over eighteen (18) years of experience in holistic engineering and design experience, with a focus on buildings, structural engineering, and related systems. Since joining Greenview, Henry has focused his experience and knowledge in leading the technical engineering team at Greenview, applying his varied and extensive project experience and training in the core engineering, infrastructure design, and structural engineering fields primarily on projects in eastern Ontario.

A summary of Henry's experience and educational background is provided below.

Roles: Senior Project Engineer
Engineering Team Leader
Structural Engineer
Civil Designer
Client/Agency Liaison

Experience: 2012 – Present Greenview Environmental Management, Bancroft, Ontario
2011 – 2012 Civitas Architecture Inc., Ottawa, Ontario
2005 – 2011 Concentric Associates International Inc., Ottawa, Ontario
2003 – 2004 Dillon Consulting, Ottawa, Ontario
2000 – 2003 Trow Consulting Engineers Limited, Ottawa, Ontario

Education: 2000 Bachelor of Science, Engineering, Queen's University, Kingston, ON
1993 Bachelor of Architecture, University of Toronto, Toronto, ON

Selected Project Experience:

Buildings & Facilities:

HVAC Replacement for Recreational Facility

DND/DCC CFB North Bay, 2018
Structural Engineering & Design

Building Repurposing Study

Township of Wollaston, 2018
Structural Engineering Review, Post-Disaster Assessment/Review,
Reporting

New Braeside Recreation Centre

Township of McNab/Braeside, 2016-2017
Site Development Planning, 4,300SF Building Design & Engineering,
Construction Cost Estimation, Tendering, Contract Administration

Centralized Public Works/Fire & Rescue Facility

Township of Douro-Dummer, 2016-2017
Site Development Planning, 26,000SF Building Design & Engineering,
Construction Cost Estimation, Funding Sourcing

HVAC Systems Renewal – Bancroft OPP

Ontario Ministry of Infrastructure, 2016-2017
Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost
Estimation, Tendering/Contracting, Contract Administration



Professional Engineers
Ontario



Municipal Complex HVAC Study

Municipality of French River, 2014-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning

Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure

120,000SF Building Controls and Systems Evaluation Study, HVAC, BAS, Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016

Site Evaluation, Preliminary Engineering, Tendering, and Contract Administration

New Sales & Service Buildings

Private, 2016-Present

Site Evaluation, Site Plan Control, Design, Engineering, Tendering, and Contract Administration

Fire Station No. 4 - Nogies Creek

Municipality of Trent Lakes, 2014-2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Dorset PW Garage

Township of Algonquin Highlands, 2014-2015

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Building Space Optimisation Study

Township of Lake of Bays, 2015

Site Evaluation, Code Review, Conceptual Design Review, Cost Estimating

Building Condition & Renovation Study

Municipality of Trent Lakes, 2015

Site Evaluation, Code Review, Conceptual Design Review, Cost Estimating

Ivanhoe PW Garage Expansion

Municipality of Centre Hastings, 2014

Site Evaluation, Design and Engineering, Permitting and Approvals

Wilberforce Library

Municipality of Highlands East, 2014

Site Evaluation, Design and Engineering

Design of New Office Space

Township of Greater Madawaska, 2012-2014

Design, Engineering, Tendering, and Contract Administration

Design of Municipal Office Addition and Renovations

Township of Brudenell, Lyndoch and Raglan, 2013-2014

Design, Engineering, Cost Estimating, Tendering, Contract Administration

Municipal Infrastructure:

Nicholson's Bridge Replacement

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Permitting and Approvals

Jack's Creek Crossing

Township of Killaloe, Hagarty and Richards, 2015

Site Evaluation, Design, Engineering, Cost Estimation

Ridge Road / North Steenburg Lake Road Rehabilitation

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Municipal BB Recycling Optimization Project – Waste Transfer Station Upgrades

Town of Bancroft, 2016

Henry S. Hutchison, P.Eng., BArch.

Site Evaluation, Design, Engineering, Cost Estimating, Tendering, and Contract Administration, Permitting and Approvals, Public Liaison

Rehabilitation of Flat Road

Township of Greater Madawaska, 2014

Design, Engineering, Tendering, and Contract Administration

Rehabilitation of Lower Faraday Road

Township of Wollaston, 2014

Design, Engineering, Tendering Assistance

Municipal Asset Management Planning

Various Municipalities, 2013-Present

Asset Condition Review, Repair/Replacement Estimation, Financial Analysis and Planning, Annual Reporting and Updates

Faraday Landfill Leachate Management Project

Township of Faraday/Town of Bancroft, 2007-2013

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration, Approvals

Killaloe Waste Transfer Station Upgrades

Township of Killaloe, Hagarty and Richards, 2011-2012

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Peer Review Engineering

Various Municipalities, 2005-Present

Infrastructure Project Peer Review and Assessment

Renewable Energy:

Alderville First Nation Solar Farm

Alderville First Nation, 2011-2014

Site Evaluation, Design, Engineering, Tendering, Contract Administration, Permitting and Approvals

FIT Solar PV Project Design/Build

Various, 2012-Present

Structural Design, Engineering, Permitting, Construction

Professional Affiliations:

Professional Engineers Ontario (PEO)

Consulting Engineers Ontario (CEO)

Canadian Green Building Council (CaGBC)

Noella A. Floyd

Project Coordinator / Designer

Summary:

Since joining Greenview in 2015, Noella has been fulfilling a key project design, coordination, and contract administration role on a number of important projects for Greenview. Noella's background in architectural design, strengths in organization, and attention to detail provides Greenview's clients with a valuable resource on their projects.

Roles: Project Coordinator / Designer
Computer-Aided Design
Construction Contract Preparation and Coordination
Contract Administrator / Clerk

Experience: 2015 – Present Greenview Environmental Management, Bancroft, ON

Education: 2013 - 2014 Architectural Technology, Algonquin College, Ottawa, ON

Selected Project Experience:

Buildings & Facilities:

New Commercial Sales and Service Buildings

Private, 2016-Present

Site Evaluation, Site Plan Control, Site/Building Design, Engineering, Tendering, Permitting and Approvals, Contract Administration

New Braeside Recreation Centre

Township of McNab/Braeside, 2016-Present

Site Development Planning, 4,300SF Building Design & Engineering, Construction Cost Estimation, Tendering, Contract Administration

Centralized Public Works/Fire & Rescue Facility

Township of Douro-Dummer, 2016-2017

Site Development Planning, 26,000SF Building Design & Engineering, Construction Cost Estimation, Funding Sourcing

HVAC Systems Renewal – Bancroft OPP

Ontario Ministry of Infrastructure, 2016-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Tendering/Contracting, Contract Administration

Municipal Complex HVAC System Renewal

Municipality of French River, 2014-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning

Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure, 2016

Building Controls and Systems Evaluation Study, HVAC, BAS, Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016

Site Evaluation, Preliminary Engineering, Tendering, and Contract Administration



Fire Station No. 4 - Nogies Creek
Municipality of Trent Lakes, 2014-2016
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Dorset PW Garage
Township of Algonquin Highlands, 2014-2015
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Ginza Rink Community Centre Energy Upgrades
Township of Greater Madawaska, 2015
Site Evaluation and Design

Heritage Point Washroom Design
Township of Greater Madawaska, 2015
Site Evaluation and Design

Infrastructure:

Rehabilitation/Reconstruction of Johnston Road
Township of Horton, 2017-Current
Site Evaluation, Design, Engineering, Contract Administration

Ridge Road / North Steenburg Lake Road Rehabilitation
Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Municipal BB Recycling Optimization Project – Waste Transfer Station Upgrades
Town of Bancroft, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, and Contract Administration, Permitting and Approvals, Public Liaison

Nicholson's Bridge Rehabilitation
Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract Administration, Permitting and Approvals



ROB SUPPA, P.ENG.
CURRICULUM VITAE

PROFILE:

Mr. Suppa is a senior engineer and principal of Steenhof Mechanical and Electrical Services, bringing with him 18 years of experience in electrical building systems design, including power, lighting, emergency generation, fire alarm, life safety and communications. Mr. Suppa has excellent leadership, analytical, problem solving, project management, and design skills. His insightful and practical approach to managing engineering projects ensures continuity of service, from systems design and coordination through to construction and project supervision.

Mr. Suppa supervises the design and management of projects with direct client interface and consulting. He is responsible for monitoring project schedules and participates in the design, analysis, and preparation of drawings and specifications for various projects.

Summary of key skills and experiences:

- Sr. Electrical Engineer and President / Principle of Steenhof Mechanical and Electrical Services
- Providing electrical engineering (lighting, emergency generation, life safety, fire alarm, power distribution, communications) for buildings including residential, multi-residential, commercial, institutional, industrial and complex modular structures
- Managing and providing electrical design of low to medium voltage connection details to power grid and grid-tied Solar PV Array Design (DC, AD, and utility connection)
- Mentoring, supervising, developing training plans and evaluating performance for Electrical Engineering Interns (EIT) and Design Technologists

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS:

Professional Engineers of Ontario – P.Eng.

Association of Professional Engineers, Geologists, and Geophysicists of Alberta

Professional Engineers and Geoscientists of Newfoundland and Labrador

Association of Professional Engineers of Prince Edward Island

Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists

EDUCATION:

2000 Queen's University - Bachelor of Science – Electrical Engineering

PROFESSIONAL EXPERIENCE:

Mr. Suppa has gained considerable experience and has an invaluable background as an electrical engineer in the consulting industry. Upon graduation from University, he began as an engineering in training and has since held various sr. engineering management and principle positions prior to his current position as president of Steenhof Mechanical and Electrical Services.

PROFILE:

Mr. Woods has over 9 years of experience in engineering design and management. Throughout his career, he has gained the ability to provide efficient, and cost effective engineering solutions for mechanical building systems including plumbing, heating, ventilation and air conditioning. Mr. Woods has excellent leadership, analytical, problem solving, and project management skills that makes him a valuable member of any multidisciplinary design team.

Mr. Woods leads the SMES North Bay Mechanical Division. He is responsible for developing project scope through direct client consultations, establishing the mechanical system design basis, and advancing design development through coordination with design and drafting teams.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS:

Professional Engineers of Ontario – P.Eng.

EDUCATION:

- 2008 Bachelor of Science, Mechanical Engineering
University of New Brunswick, Fredericton, New Brunswick
- 2004 Bachelor of Science, Fire Science
Lake Superior State University, Sault St. Marie, Michigan

PROFESSIONAL EXPERIENCE:

- Mechanical building system design including heating, ventilation and air conditioning (HVAC) systems, plumbing and drainage systems, building management systems.
- Feasibility studies comparing mechanical systems, capital investment payback calculations and development of recommendations based on expected service life of equipment compared with estimated payback.
- Static review and functional verification of various mechanical and electrical systems upon completion of installation.
- Extensive experience in interpreting and applying requirements set forth in various Codes and Standards including the Ontario building Code, Ontario Fire Code, ASHRAE Ventilations Standards, NFPA standards.

RELAVENT PROJECT EXPERIENCE:

- CFB North Bay – Building 23 Squash Court HVAC and Building Automation Controls Upgrade
- Conseil scolaire catholique Franco-Nord – Board Office HVAC and Controls Upgrade
- North Bay Courthouse – Building Automation and Controls Upgrade
- 590 Graham Drive, North Bay – Indoor HVAC Systems and Controls Upgrade

Appendix C



SUMMARY OF INSURANCE

This is to certify to: Whom It May Concern

That policies of insurance as herein described have been issued to the Named Insured as noted and are in full force and effect as of the dates stated below.

Named Insured: Greenview Environmental Management Limited
Box 100
Bancroft, ON K0L 1C0

Insurance Company: Northbridge (CGL)
Economical (Auto)

Type of Policy	Expiry Date	Limit
Commercial General Liability Form Policy # CBC0654418	February 1, 2019	\$5,000,000. Inclusive Limit \$5,000,000. Aggregate
Automobile Liability Policy # 20267116	August 4, 2018	\$5,000,000. Limit

Note: The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This summary is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

McDougall Insurance Brokers Limited
Belleville, Ontario

January 15, 2018

McDougall Insurance Brokers Ltd.

Betsy Bennon, Authorized Representative

SUMMARY OF INSURANCE

This is to certify to: Whom It May Concern

That policies of insurance as herein described have been issued to the Named Insured as noted and are in full force and effect as of the dates stated below.

Named Insured: Greenview Environmental Management Limited
Box 100
Bancroft, ON K0L 1C0

Insurance Company: Certain Lloyd's Underwriters Under Contract NO. PG480/17-PC
And The Sovereign General Insurance Company

Type of Policy	Expiry Date	Limit
Errors & Omissions Insurance Liability Policy Policy #AV00841-01	2019/01/21	\$2,000,000 Each Claim \$2,000,000 Aggregate

Note: The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This summary is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

McDougall Insurance Brokers Limited
Belleville, Ontario

January 15, 2018


~~McDougall Insurance Brokers Ltd.~~
Betsy Bannon, Authorized Representative

Per: _____

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
GREENVIEW ENVIRONMENTAL MANAGEMENT LIMITED	13 COMMERCE CRT PO BOX 100, BANCROFT, ON, K0L1C0, CA	7752-000: Offices of Engineers	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / CITY OF TEMISKAMING SHORES	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E200000EMNJX	25-Jun-2018 to 19-Nov- 2018

Appendix D



Statement of Service Conditions and Limitations

Provision of Services and Payment

Upon documented acceptance of Greenview's proposed services, costs and associated terms by the client, Greenview may commence work on the proposed services directly. Upon retention of Greenview's services related to this project, the client agrees to remit payment for the services rendered for the specified period within (30) days of receipt as invoiced by Greenview on a typical monthly basis, unless otherwise arranged between the client and Greenview. In the event of non-payment by the client, Greenview reserves the right, without external influence or expense, to discontinue services and retain any documentation, data, reports, or other project information until such time as payment is received by Greenview.

Warranty, Limitations, and Reliance

Greenview relies on background and historical information from the client to determine the appropriate scope of services to meet the client's objectives, in accordance with applicable legislation, guidelines, industry practices, and accepted methodologies.

Greenview provides its services under the specific terms and conditions of a specific proposal (and where necessary formal contract), in accordance with the above requirements and the *Limitations Act 2002*, as amended, only.

The hypotheses, results, conclusions, and recommendations presented in documentation authored by Greenview are founded on the information provided by the client to Greenview in preparation for the work. Facts, conditions, and circumstances discovered by Greenview during the performance of the work requested by the client are assumed by Greenview to be part of preparatory information provided by the client as part of the proposal stage of the project. Greenview assumes that, until notified or discovered otherwise, that the information provided by, or obtained by Greenview from, the client is factual, accurate, and represents a true depiction of the circumstances that exist related to the time of the work.

Greenview relies on its clients to inform Greenview if there are changes to any related information to the work. Greenview does not review, analyze or attempt to verify the accuracy or completeness of the information or materials provided, or circumstances encountered, other than in accordance with applicable accepted industry practice. Greenview will not be responsible for matters arising from incomplete, incorrect or misleading information or from facts or circumstances that are not fully disclosed to or that are concealed from Greenview during the period that services, work, or documentation preparation was performed by Greenview.

Facts, conditions, information and circumstances may vary with time and locations and Greenview's work is based on a review of such matters as they existed at the particular time and location indicated in its documentation. No assurance is made by Greenview that the facts, conditions, information, circumstances or any underlying assumptions made by Greenview in connection with the work performed will not change after the work is completed and documentation is submitted. If any such changes occur or additional information is obtained, Greenview should be advised and requested to consider if the changes or additional information affect its findings or results.

When preparing documentation, Greenview considers applicable legislation, regulations, governmental guidelines and policies to the extent they are within its knowledge, but Greenview is not

qualified to advise with respect to legal matters. The presentation of information regarding applicable legislation, regulations, not intended to and should not be interpreted as constituting a legal opinion concerning the work completed or conditions outlined in a report. All legal matters should be reviewed and considered by an appropriately qualified legal practitioner.

Greenview's services, work and reports are provided solely for the exclusive use of the client which has retained the services of Greenview and to which its reports are addressed. Greenview is not responsible for the use of its services, work or reports by any other party, or for the reliance on, or for any decision which is made by any party using the services or work performed by or a report prepared by Greenview without Greenview's express written consent. Any party that uses, relies on, or makes a decision based on services or work performed by Greenview or a report prepared by Greenview without Greenview's express written consent, does so at its own risk. Except as set out herein, Greenview specifically disclaims any liability or responsibility to any third party for any loss, damage, expense, fine, penalty or other such thing which may arise or result from the use of, reliance on or decision based on any information, recommendation or other matter arising from the services, work or reports provided by Greenview.

Site Reviews and Assessments

A site assessment is created using data and information collected during the investigation of a site and based on conditions encountered at the time and particular locations at which fieldwork is conducted. The information, sample results and data collected represent the conditions only at the specific times at which and at those specific locations from which the information, samples and data were obtained and the information, sample results and data may vary at other locations and times. To the extent that Greenview's work or report considers any locations or times other than those from which information, sample results and data were specifically received, the work or report is based on a reasonable extrapolation from such information, sample results and data but the actual conditions encountered may vary from those based on extrapolations.

Only conditions, and substances, at the site and locations chosen for study by the client are evaluated; no adjacent or other properties are evaluated unless specifically requested by the client. Any physical or other aspects of the site that were not chosen for study by the client, or any other matter not specifically addressed in a report prepared by Greenview, are beyond the scope of the work performed by Greenview and such matters have not been investigated or addressed.

Confidentiality

Greenview provides proposals, reports, assessments, designs, and any other work for the sole party identified as the client or potential client in the case of proposals.

For proposals specifically, the information contained therein is confidential, proprietary information, and shall not be reproduced or disclosed to any other party than to that of the addressee of the original proposal submission, without prior written permission of Greenview.



Memo

To: Mayor and Council
From: James Franks, Economic Development Officer
Date: July 10, 2018
Subject: Explore Your Options – Final Report
Attachments: **Appendix 01** – Final Report

Mayor and Council:

On April 17, 2018 an organizing committee comprised of representatives from Employment Options Emploi, City of Temiskaming Shores, Temiskaming Shores and Area Chamber of Commerce, South Timiskaming Community Futures Development Corporation and the Far Northeast Training Board hosted a Job Fair entitled “*Explore Your Options*” at Riverside Place. The event commenced at 1 pm and ended at 7 pm.

Appendix 01 – Final Report is an overview of the project and provides some statistical data and is being presented for Council’s information.

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
<hr/> James Franks Economic Development Officer	<hr/> Shelly Zubyck Director of Corporate Services	<hr/> Christopher W. Oslund City Manager



PROJECT DESCRIPTION:

Explore Your Options is intended to provide a forum for employers, job seekers and employment service providers to meet, compare notes, learn from each other, pick up industry trends and generally network.

DATE:

April 17th, 2018 from 1:00 pm – 7:00 pm

LOCATION:

Riverside Place – New Liskeard

MEMBERS OF THE ORGANIZING COMMITTEE:

Jennifer Martel, Tammy Mackey, Angele Rivest – Employment Options Emplo
James Frank – City of Temiskaming Shores
Lois Bernstein – Temiskaming Shores and Area Chamber of Commerce
John Bernstein – South Timiskaming CFDC
Julie Joncas, Josée Gosselin – Far Northeast Training Board

PARTICIPANTS:

	Targets	Actual
Number of booths	25-30	32
Number of exhibitors	50	67
Number of visitors	250	362

PARTICIPATING EXHIBITORS

5th Wheel Training Institute
Active 1 Source for Sports
Agnico Eagle Mines
Canadian Armed Forces
Carpenters Local 2486
Chartrand's Your Independent Grocer
Closing the Gap Healthcare
Community Living Temiskaming
South
Contact North
Eacom Timber Corporation
Employment Options Emplo
Enterprise Temiskaming
Far Northeast Training Board
Kirkland Lake Gold
Les Fermes Boréales
Literacy Council of South
Temiskaming
Metis Nation of Ontario

Miller Paving
Ministry of Community, Safety and
Correctional Services
Ministry of Transportation
Moreau
Nor-Arc Fabricators
North Eastern Ontario Family and
Children's services
Ontario Provincial Police
Planning A Nipissing Long Term Care
Staffing and Recruitment
Primerica
TD Bank
Temagami First Nation
Temiskaming Industrial Mining
Equipment Ltd
Temiskaming Lodge
Transport Training Centres of Canada
Tri-Town Bowling Lanes

COST:

	Actual costs	
Budget items:		
Media advertizing:		
CJTT (2 weeks)	1,778	Cash
CKVM (2 wks)	833	Cash
LED Advertizing	339	Cash
Job Fair:		
Room and equipment rental	1,500	In-kind (City of T. Shores)
Food and refreshments	906	Cash
Tablecloth rental	164	Cash
Printing. supplies	25	Cash
Total	5,545	

CONTRIBUTIONS:

City of Temiskaming Shores	1,500
Employment Options Emplo	500
Far Northeast Training Board	1,545
South Temiskaming CFDC	2,000
Total	5,545

APPENDIX B: EXIBITOR'S EVALUATION

EXPLORE YOUR OPTIONS - EVALUATION

New Liskeard – April 17, 2018

Thank you for your participation at the Explore Your Options Job Fair. Please take a few minutes to complete this evaluation form. Your comments are very much appreciated and will help us bring improvements to future events.

	Poor	Fair	Average	Good	Excellent	N/A
1. Number of applicants	1	1	1	11	6	2
2. Quality of applicants	0	3	7	8	2	2
3. Applicants preparedness for interviews	0	1	5	5	1	10
4. Space provided	0	0	0	11	11	0
5. Location of the job fair	0	0	0	7	15	0
6. Time allotted for the job fair	0	0	0	7	14	1

1. How many resumes did you collect?

211 (17 employers)

2. How many interviews/contacts with potential employees did you have?

168 (16 employers)

3. How many job vacancies were filled?

Zero (11 employers) TBD (6 employers) NA (6 employers)

4. What did you like best about this job fair?

- Very well organized! Thank you!
- It's attendance from the community was excellent
- The opportunity to promote our agency as a potential career option
- Great variety of potential clients, length allowed for many clients to come through
- Number of vendors, lots of traffic coming through, good turn out
- Variety of companies, lots of applications/potential employees
- Lots of interaction, the set up was well done, looked professional. Thank you for the complementary food, very welcoming!
- The way it was setup; refreshments available; the venue
- Location, venue, timeframe, fantastic turnout
- As my first time here, thought it was well organized with a variety of potential employers
- Bon candidats (secteur mine, surtout opérateurs)

- I enjoyed meeting the potential candidates and hearing about their experiences and what they are looking for
- Well organized, good layout, lots of room for people to walk, stop and chat, good time early afternoon, made a few contacts with other employers
- Well advertised and organized, food is very nice
- Number of attendees (more businesses increases foot traffic), good space for job fair items (stands, table, space between tables), friendly staff and other booths were fun and easy to speak with
- The enthusiasm of the people visiting, chili
- Timeline and interaction with the public to provide them the necessary tools to assist them within the hiring process
- Busy, very well organized, great information provided by staff
- The location for this job fair was well chosen. Organization of local businesses/training providers was well done.
- Well advertised which brought in plenty of applicants, well organised and very welcoming
- Networking with employers, possible clients to participate in our programs
- Promoting services, potential contacts with other health care services, being in the public eye and visual in the community, made us aware what prospective employees are looking for,

5. What did you like least about this job fair?

- Nothing
- Would of liked to have been sitting closer to the Agnico Mine Booth
- More individuals should be prepared with resumes in hand
- Nothing
- There was nothing I didn't like!
- Regrouper les kiosques par secteur d'activité
- Overall the job fair was great. I have met many good potential candidates
- Nothing really – good event to participate
- All good in my eyes. You provided tables, chairs, refreshments, washrooms on site, plenty of time to setup. Good work!
- No foot massages 😊
- Everything was great
- Walking through slush carting everything 😊
- Number of individuals seeking training as an option; we were surprised by the lack of local student attendees
- All was good 😊
- Job fair was very well coordinated and well done. Would like to see this occurrence on a bi yearly basis or yearly

6. Would you participate in another job fair?

Yes = 20 No = 0

7. Comments / Suggestions

- Great Job!
- Great event and we look forward to the next one! Thank you so much!

- One suggestion we would like to make is that in the future, perhaps those events could have a more frequent social media presence (i.e. Facebook). Other than that, everything was fantastic! Well done!
- Great job fair, best I have attended in a long time!
- Great job on another job fair
- All is well
- Maybe a one hour or 30 minutes scheduled break for people to leave location to stretch their legs. I know you offered to man the booths, but having that break may be an idea 😊
- None, good job
- Let's make this a more regular thing! Great job 😊

Please indicate your sector:

Agriculture :1

Childcare : 1

Construction : 2

Education and Training : 2

Forestry : 1

Government : 1

Health : 2

Industrial Manufacturing : 2

Mining : 2

National Defense : 1

Public Administration : 1

Retail/Grocer : 2

Social Services :1

APPENDIX C: Job Seekers Evaluation

184 job seekers filled a ballot

1. How would you rate this job fair?

Very Satisfied: 98

Satisfied: 71

No general opinion: 11

Not Satisfied: 2

Strongly dissatisfied: 2

2. Age Group

16-24: 37

25-34: 36

35-44: 45

45-54: 42

55+: 24

3. Male : 101

Female: 83

4. Employed: 116 Unemployed: 48 In training: 9 No answer: 11

5. Do you follow Employment Option Emploi on Facebook?

Yes:62

No: 84

Did not answer: 38

APPENDIX D: JOB FAIR PHOTOS





THE CITY OF TEMISKAMING SHORES JANUARY - JUNE 2018 YEAR-TO-DATE CAPITAL FINANCIAL REPORT

Distribution List

Mayor and Council

Chris Oslund, City Manager

Tim Uttley, Fire Chief

Dave Treen, Municipal Clerk

Doug Walsh, Director of Public Works

Tammie Caldwell, Director of Leisure Services

Shelly Zubyck, Director of Corporate Services

Finance Department Contact:
Laura-Lee MacLeod, Treasurer

05-Jul-18

SUMMARY - CAPITAL
Revenues and Expenditures
as at June 2018

	2018 YTD			%
	Actual	Total Budget	Variance B/(W)	
CAPITAL				
Revenues				
Capital - General	112.6	4,142.3	(4,029.7)	-97.3%
Capital - Environmental	737.0	2,021.0	(1,284.0)	-63.5%
Total Revenues	849.6	6,163.3	(5,313.7)	-86.2%
Expenditures				
Capital - General	864.4	4,142.3	3,277.9	79.1%
Capital - Environmental	1,201.6	2,021.0	819.4	40.5%
Total Expenditures	2,066.0	6,163.3	4,097.3	66.5%
Net Position Capital	(1,216.4)	0.0	1,216.4	0.0%

GENERAL CAPITAL
Revenues & Expenditures
as at June 2018

Department	Project	2018			%	G	Y	R
		Actual	Budget	Variance B/(W)				
REVENUES:	Transfer from Operations		949.1	(949.1)				
	Transfer from Reserves		313.3	(313.3)				
	Financing - fleet		1,156.3	(1,156.3)				
	Financing - scba		260.1	(260.1)				
	Financing - PFC		560.2	(560.2)				
	Federal Gas Tax		622.5	(622.5)				
	OCIF Formula Based Funding	102.6	205.2	(102.6)				
	Provincial Gas Tax		68.1	(68.1)				
	Partnership - Rotary Club	10.0	7.5	2.5				
Total Revenues		112.6	4,142.3	(4,029.7)				
EXPENDITURES:								
Corporate Services:	DTSSAB Housing Project	5.6	32.9	27.3		X		
FEMS:	SCBA Replacement		265.6	265.6	75%	X		
	Washer-Extractor for PPE	7.8	8.5	0.7	50%	X		
Property Mtnce:	NL Cemetery Building Upgrades		25.0	25.0				
	PFC Upgrades	17.5	1,000.0	982.5	50%	X		
	NL Library Relocation	6.5	50.0	43.5	50%	X		
	Accessibility Upgrades Engineering		100.0	100.0	25%			
Public Works:	2018 Roads Program		1,085.7	1,085.7	75%	X		
	Elm Street Resurfacing		35.0	35.0	75%	X		
	Ditching Program for Future Resurfacing		25.0	25.0	50%	X		
	Traffic Impact Study	4.1	25.0	20.9	50%	X		
	NL Landfill Site Expansion	31.2	110.0	78.8	25%	X		
Transit:	Video Surveillance System		37.5	37.5				
	Transit Bus Motor Replacement	16.4	30.6	14.2	100%	X		
Fleet:	Sweeper	308.4	308.2	-0.2	100%	X		
	Sidewalk Machine	159.8	159.8	0.0	100%	X		
	Blower Attachment for Loader	115.0	115.0	0.0	100%	X		
	3/4 Ton Pick Up with Cap	33.9	33.7	-0.2	100%	X		
	1/2 Ton Pick Up	27.4	27.2	-0.2	100%	X		
	3/4 Ton Crew Cab Pick Up	37.9	37.7	-0.2	100%	X		
	Water Tanks (2)	53.2	52.8	-0.4	100%	X		
	Pumper/Tanker		428.0	428.0	75%	X		
Recreation:	Splashpad		15.0	15.0	50%	X		
	Hlby Arena Lobby Floor Replacement		44.4	44.4	50%	X		
	Zero Turn Lawnmower	16.2	16.2	0.0	100%	X		
	Playground Equipment Program - Shaver Park		50.0	50.0	75%	X		
	Groomer	3.2	3.2	0.0	100%	X		
	Land Acquisition (ARIO)	20.3	20.3	0.0	100%	X		
Total Expenditures		864.4	4,142.3	3,277.9				

2.4

**ENVIRONMENTAL CAPITAL
Revenues & Expenditures
as at June 2018**

	<u>2018</u>			%	G Y R
	<u>Actual</u>	<u>Budget</u>	<u>Variance B/(W)</u>		
REVENUES:					
Transfer from Operations		138.7	(138.7)		
Transfer from Reserves		625.2	(625.2)		
Financing - North Cobalt Water Stabilization		59.8	(59.8)		
Financing - TS Infrastructure (Gray Rd)		460.3	(460.3)		
Financing - NL WTP Upgrades	466.9	466.9	0.0		
Funding - NL WTP Upgrades	270.1	270.1	0.0		
Total Revenues	<u>737.0</u>	<u>2,021.0</u>	<u>(520.1)</u>		
EXPENDITURES:					
TS Infrastructure Upgrades (Gray Rd)	537.5	800.0	262.5	x	
North Cobalt Water Stabilization	3.7	75.0	71.3	x	
NL WTP Upgrades	622.2	761.0	138.8	x	
Hlby WTP Sedimentation Tank Rebuild		110.0	110.0		x
Hlby STP Effluent Quality Issues	10.0	70.0	60.0	x	
Beach Garden Sewer Upgrades		80.0	80.0		
Niven Street Pump Refurbishment & Repair	28.2	125.0	96.8	x	
Total Expenditures	<u>1,201.6</u>	<u>2,021.0</u>	<u>819.4</u>		

Memo

To: Mayor and Council
From: Shelly Zubyck, Director of Corporate Services
Date: July 10, 2018
Subject: Cost Sharing Agreement with 2373775 Ontario Inc. – Beach Gardens
Attachments: **Appendix 01** – Draft Agreement

Mayor and Council:

On March 20th, 2018 Council met in Closed Session to discuss the request made by 2373775 Ontario Inc. (Rivard Bros. Ltd.) to enter into a cost sharing agreement for infrastructure required for development of the Beach Gardens property on Lakeshore Road North in New Liskeard.

Council endorsed the recommendation from the Public Works and Corporate Services Committee's regarding a contribution by the City for costs associated with the upgrading of the sanitary sewer main within the City easement located within the limits of the property to be developed and to contribute an upset limit of \$80,000 towards the upgrading of the sanitary sewer main.

A cost sharing agreement was drafted on behalf of the City by legal counsel and was accepted by Rivard Bros. Ltd.

It is recommended that Council direct staff to prepare the necessary by-law to enter into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system associated with the Beach Gardens Development for consideration at the July 10, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

COST SHARING AGREEMENT

THIS AGREEMENT is made this 28 day of June, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
325 Farr Drive, Box 2050, Haileybury, Ontario P0J 1K0
(hereinafter referred to as the "City")

OF THE FIRST PART

-and-

2373775 ONTARIO INC.
46 Lakeshore Road, Box 1551, New Liskeard, Ontario P0J 1P0

OF THE SECOND PART

WITNESS THAT:

WHEREAS, 2373775 ONTARIO INC.

wishes to develop the property legally described as that in Schedule "A" (the "Lands") and informally known as and hereinafter referred to as the "Beach Garden" property (the "Development").

AND WHEREAS antecedent to entering into a development agreement with the City, 2373775 Ontario Inc. wishes to upgrade the sanitary sewer which traverses the Development.

AND WHEREAS the City and 2373775 Ontario Inc. . have agreed to enter into the within cost sharing agreement for the payment of the costs of the required upgrades to the sewer main as outlined by EXP Services Inc. in its Beach Gardens – Preliminary Site Servicing and Design Brief dated March 8, 2018 which is attached as Schedule "C" (the "Exp Report") and in accordance with the Environmental Compliance Approval No.1355-9NCGPW dated August 29, 2014 which is attached as Schedule "D" (the "ECA");

AND WHEREAS the City has agreed to contribute the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) to the upgrading of the sanitary sewer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and the covenants herein contained, the Parties hereto hereby mutually agree as follows:

1. 2373775 Ontario Inc. . will perform and complete the installation of new sanitary sewer (the "Sewer Upgrade Project") to service the Development exactly in accordance with the specifications set out in the EXP Report, the ECA, all existing laws including municipal by-laws, requirements of the City and at the direction of the City, and subject to 2373775 Ontario Inc entering into an agreement with Hydro One with respect to their portion of the project
2. The Parties understand and agree that the Sewer Upgrade Project includes the detailed design, engineering, and construction including management, labour and materials required to upgrade the existing 200 mm sanitary sewer main to a 250 mm sewer main. The sewer main to be upgraded originates south of Radley Hill Road in the City of Temiskaming Shores and stretches across the Development by way of an easement bearing instrument number LT267120 set out in the attached Schedule "B" (the "Easement Lands").
3. The Sewer Upgrade Project shall be consistent with and integrated into the existing sanitary sewer system of the City and all adjoining properties in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
4. The Sewer Upgrade Project shall be consistent with and contain sufficient capacity to accommodate a multi-unit development of the Development up to a maximum of twenty-one (21) units as outlined in Schedule "C" and in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
5. Nothing in this agreement shall be construed so as to prevent or preclude 2373775 Ontario Inc. from undertaking such parallel, preparatory installations as may be deemed advisable which may include but not be limited to water, gas or hydro installations in contemplation of future development, provided that all such installations are completed in accordance with all existing laws including municipal by-laws, requirements of the City and at the direction of the City.
6. The parties hereto agree that time shall be of the essence with respect to the completion of this agreement and the Sewer Upgrade Project shall in any event be completed by no later than December 31st, 2018.
7. That the City shall pay to 2373775 Ontario Inc. the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) (the "City Contribution") within fifteen days of the completion, inspection and acceptance by the City of the Sewer

Upgrade Project. The City shall not incur any expense for the development of the Lands in excess of the City Contribution.

8. 2373775 Ontario Inc. shall obtain prior to the commencement of any construction, and shall maintain and keep in force, a policy of insurance against claims for personal injury, death or property damage or third party or public liability claims arising from any accident or occurrence upon, on or about the Lands and from any cause, including the risks occasioned by the construction and installation of the Sewer Upgrade Project and to an amount of not less than \$5,000,000.00.
9. The aforesaid insurance policy shall also insure against loss and damage to the Sewer Upgrade Project with respect to fire and all other perils from time to time customarily included in the usual extended coverage endorsements upon fire policies applicable to similar properties for the full insurable value.
10. 2373775 Ontario Inc. shall indemnify and save harmless and defend the City against any and all claims, actions, damages, losses, liabilities and expenses which may arise directly or indirectly by reason of the completion of the Sewer Upgrade Project occasioned wholly or in part by any act or omission of 2373775 Ontario Inc., its officers, employees, agents, contractors, invitees, licensees or by any person permitted by 2373775 Ontario Inc., to attend at or work on the Sewer Upgrade Project or due to or arising out of any breach of this Agreement. The Parties agree and acknowledge that the within clause applies only to the design and construction of the Sewer Upgrade Project and not to the operation and maintenance of the main by the City.
11. No approval of the design drawings and working drawings, including without limitation the design drawings in respect of the Sewer Upgrade Project shall make the City or its officers, servants or agents liable to 2373775 Ontario Inc. for the safety, adequacy, soundness or sufficiency of such design or construction, nor shall the giving of such approval constitute a waiver by the City of any duty or liability owed by 2373775 Ontario Inc. to the City, its officers, servants or agents by reason of this Agreement or otherwise.
12. Where the work of 2373775 Ontario Inc. is subject to the approval or review of an authority, government department, or agency other than the City, preparation of applications for approval or review shall be the responsibility of 2373775 Ontario Inc. but shall be subject to the review and approval of the City prior to submission.
13. The Sewer Upgrade Project and all related improvements are, and shall be, a fixture upon the Easement Lands and shall, upon installation, immediately become the absolute property of the City.

14. If 2373775 Ontario Inc. fail or refuse for any reason to comply with any requirements of this Agreement, 2373775 Ontario Inc. shall be in default of this Agreement and the City may, on ten (10) days notice, require 2373775 Ontario Inc. to remedy the default, failing which the City may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default. Any actions taken or work performed by the City to rectify the default shall be done as an agent for 2373775 Ontario Inc. and at the cost of 2373775 Ontario Inc.
15. If any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
16. The failure of the City to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the City from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
17. This Agreement shall enure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties.
18. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable herein.

Next page signing page

IN WITNESS HEREOF, the Parties have hereunto executed the Cost Sharing Agreement by the hands of their authorized officers.

DATED this day of June, 2018 at the City of Temiskaming Shores.

The Corporation of the City of
Temiskaming Shores

per:

Witness:

Carman Kidd - Mayor
I have the authority to bind the corporation

The Corporation of the City of
Temiskaming Shores

per:


Witness:

David B. Treen- Municipal Clerk
I have the authority to bind the corporation

2373775 Ontario Inc.

per:

Witness:



Patrick Rivard - Vice President
I have the authority to bind the corporation

Schedule "A" - Legal Description of Development Lands

PCL 7950 SEC NND; LT 5 PL M79NB DYMOND EXCEPT LT91023, PT 9 & 10 54R2668, PT1 to 4 54R3075 S/T LT267120; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0217 (LT)

PCL 4904 SEC SST; PT BLK C PL M79NB DYMOND AS IN LT58251 EXCEPT PT 4 to 855R2668, S/T LT267120; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

PCL9064 SEC SST; PT BLK C PL M79NB DYMOND SRO AS IN LT90305 S/T LT61457TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0135 (LT)

Schedule "B" – Easement - Instrument No. LT267120

Schedule "C" – EXP Services Inc.: Beach Gardens – Preliminary Site Servicing and Design Brief

Schedule "D" - Environmental Compliance Approval No.1355-9NCGPW

Transfer/Deed of Land

SCHEDULE D

Form 1 - Land Registration Reform Act, 1984

<p style="writing-mode: vertical-rl; transform: rotate(180deg);">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold;">267120</p> <p style="font-size: 1.5em; font-weight: bold;">JAN 16 P 3 08</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSE</p> <p style="text-align: center;">RECEIVED AT REGISTRY OF LANDS (A) TREASURY NO. 54 MUNICIPALITY OF NEW LISKEARD</p> <p>New Property Identifiers</p> <p>Executions <i>NIL</i></p>	(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 4 pages	
	(3) Property Identifier(s)	Block	Property	Additional See Schedule <input type="checkbox"/>
	(4) Consideration TWO DOLLARS 00/100 Dollars \$ 2.00			
	(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Parcel 4904 SST Part of Block C, Plan M-79 (NB) Designated as Part 2 on 54R-1614 Parcel 7950 NND Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578 Municipality of New Liskeard			

(6) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	(7) Interest/Estate Transferred Fee Simple Easement
----------------------------	---	--	---

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am not a spouse.

Name(s) WHITE, Elizabeth Ann

Signature(s) *Elizabeth Ann White*

Date of Signature Y 1990 M 04 D 19

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s)

Signature(s)

Date of Signature Y M D

(10) Transferor(s) Address for Service
Box 583, New Liskeard, Ontario P0J 1P0

(11) Transferee(s)
THE CORPORATION OF THE TOWN OF NEW LISKEARD

Date of Birth Y M D

(12) Transferee(s) Address for Service
Box 730, New Liskeard, Ontario P0J 1P0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature _____ Date of Signature Y M D

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor _____ Date of Signature Y M D

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor _____ Date of Signature Y M D

Signature _____

(15) Assessment Roll Number of Property

Cy	Min.	Map	Sub.	Par.
54	18	000	008	07700

(16) Municipal Address of Property 415 Lakeshore Road New Liskeard, Ontario P0J 1P0	(17) Document Prepared by: Theodore R. Byck Byck, Hoyles & Grant Box 760, New Liskeard, Ontario P0J 1P0 /mc	Fees and Tax
		Registration Fee 25.00
		Land Transfer Tax <i>0</i>
		<i>Cont x 1</i> 3.00
		Total

Desired Property Identifier(s) and/or Other Information

PROVISIONS OF EASEMENTS

For the servants, agents, contractors, and workmen of and other persons duly authorized by the Corporation, at all times and from time to time to pass and repass with all plant, machinery, material, vehicles and equipment as may be necessary to enter and lay down, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition, remove, replace, relocate, reconstruct, supplement and operate one or more water mains or any part thereof, including all appurtenances necessary or incidental thereto, on, in, across, under and through the aforesaid lands (herein called the "strip") owned by the Transferor in perpetuity.

Upon completion of the aforesaid water main or mains or of any installation, replacement, inspection, repair, alteration, or removal work subsequent thereto, the Town shall fill in all excavations in the said strip replacing the top-soil and sub-soil in the correct sequence and as far as possible, restore the surface thereof to the same condition as that in which it was found prior to the commencement of the work and shall remove all equipment and rubbish.

The Transferor shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or build on, in, over, through, or under the said strip any pit, well, pavement, building, structure, or other obstruction of any nature whatsoever without the prior written consent of the Town, except nothing in this paragraph shall prevent the Transferor from paving with asphalt and repairing any existing routes of access to and through her property, but otherwise the Transferor shall have the right fully to use and enjoy the said strip subject always to and so as not to interfere with the rights and easements herein granted.

The transferor only is to keep the said strip clear of all brush, trees and other obstructions of any nature whatsoever as may be necessary to the exercise and for the enjoyment of the rights and easements herein granted in perpetuity, but this paragraph shall not prevent the Transferor from using the strip for growing market garden crops.

The Transferor shall be responsible for any damage to the property of the Town caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.

Notwithstanding any rule of law or equity, the water main or mains and all other equipment and appurtenances brought on to, laid on or erected upon, buried in or under the said strip by the Town notwithstanding the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town or its successors and assigns.

The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all covenants and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively and all covenants herein contained shall be construed to be several as well as joint.

The Transferee covenants with the Transferor that if the Transferor shall have suffered damages resulting from the exercise by the Transferee of the right, liberty, privilege and easement herein granted, conveyed and transferred, including any damage to cultivated crops or pavement, the Transferee shall make due compensation to the Transferor for any such damages, and, if compensation is not agreed upon by the parties hereto, it shall be determined pursuant to the provisions of the Arbitrations Act of Ontario, or any Act passed in amendment thereof or substitution therefor by the award of a majority of three arbitrators, named one by the Transferor, one appointed by the Transferee and the third to be selected by the two thus chosen within seven days after their

FOR OFFICIAL
USE ONLY

Legal Property Identifier(s) and/or Other Information

PROVISIONS OF EASEMENTS - continued

appointment. The decision of a majority of these arbitrators shall be final and binding on the parties hereto without any right of appeal and costs for the arbitration proceedings shall be in the discretion of the arbitrators. If either party fails to name its arbitrator expeditiously, the arbitrator named by the other party may fix the compensation for the damages and costs for the arbitration and his award shall be final and binding on the parties hereto without any right of appeal.

FOR OFFICE USE ONLY

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side.

THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parcel 4904 SST, Part of Block C, Plan -79(NB), Designated as Part 2 on 54R-1614. Parcel 7950 NND, Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578

BY (print names of all transferees in full) ELIZABETH ANN WHITE

TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF NEW LISKEARD

1. (see instruction 2 and print name(s) in full) THEODORE R. BYCK

MAKE OATH AND SAY THAT:

1. I am (place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2))
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF NEW LISKEARD described in paragraph 66 (00. 88), (c) above; (make and reference to applicable paragraph)
 - (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation) _____ described in paragraph(s) (a), (b), (c) above; (make and reference to applicable paragraph)
 - (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposited to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$250,000.)
- I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
- contains at least one and not more than two single family residences. *Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.*
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 2.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 2.00	\$ 2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Partial Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Partial Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 2.00	

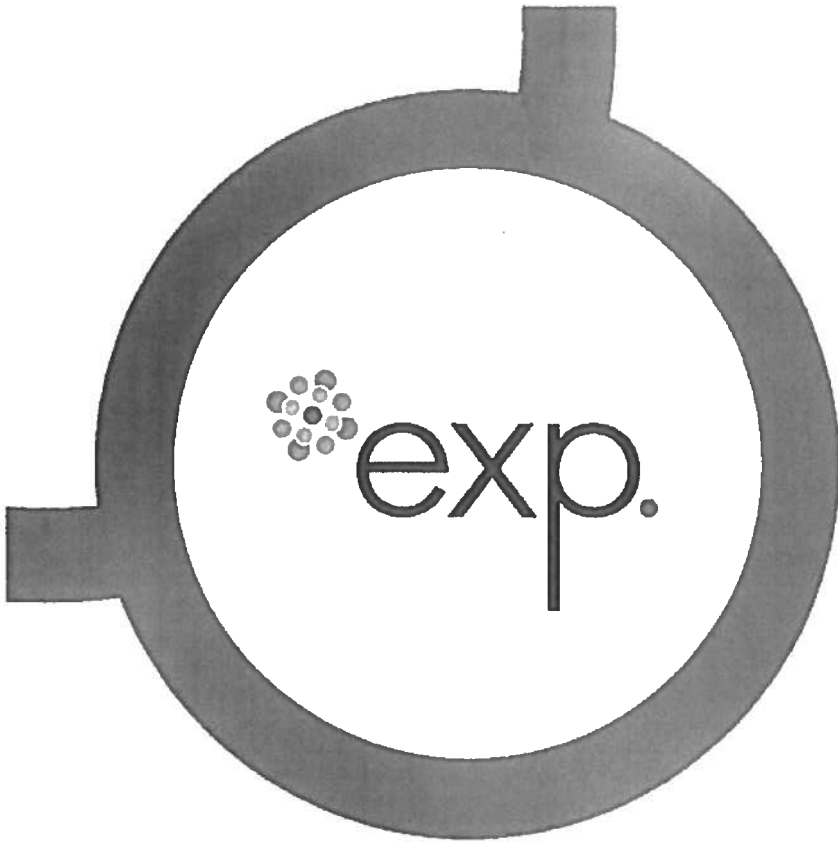
All Items
Must Be
Filed in
Form "M"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
See #7.
6. If the consideration is nominal, is the land subject to any encumbrance? No.
7. Other remarks and explanations, if necessary. This instrument conveys only an easement. If encumbrances exist they are not being assumed by the Transferee/Grantee. The total consideration is as set out above.

Sworn before me at the Town of New Liskeard,
in the District of Timiskaming
this 16th day of JANUARY 19 89

June Gertrude Macisotta
A Commissioner for taking Affidavits, etc.
June Gertrude Macisotta, a Commissioner, etc.
District of Timiskaming, for Byck & Grant,
Solicitors and Collectors. Expires April 24, 1991.
THEODORE R. BYCK
Property Information Record

- A. Describe nature of instrument: Transfer of Easement
- B. (i) Address of property being conveyed (if available) 415 Lakeshore Road, New Liskeard, Ontario POJ 1P0
- (ii) Assessment Roll No. (if available) 54-18-000-008-07700
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Box 583, New Liskeard, Ontario POJ 1P0
- D. (i) Registration number for last conveyance of property being conveyed (if available) _____
- (ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
- E. Name(s) and address(es) of each transferee's solicitor
- Theodore R. Byck
BYCK, HOYLES & GRANT
Box 760,
New Liskeard, Ontario
POJ 1P0
/sja
- | | |
|-----------------------------------|--|
| For Land Registry Office use only | |
| REGISTRATION NO. | |
| Land Registry Office No. | |
| Registration Date | |



Beach Gardens - Preliminary Site Servicing and Design Brief

Type of Document:
Cost Sharing Proposal

Client:
Rivard Bros
46 Lakeshore Rd N
New Liskeard, ON P0J 1P0

Project Number:
NWL-01801006

Prepared By: Alexander O'Beirn, EIT
Reviewed By: Nolan Dombroski, P.Eng.

EXP Services Inc.
310 Whitewood Avenue West
New Liskeard, ON P0J 1P0

Date Submitted:
March 8, 2018

Beach Gardens - Preliminary Site Servicing and Design Brief

Type of Document:
Cost Sharing Proposal

Client:
Rivard Bros
46 Lakeshore Rd N
New Liskeard, ON P0J 1P0

Project Number:
NWL-01801006

Prepared By:
EXP
310 Whitewood Avenue West
New Liskeard, ON P0J 1P0
Canada
T: 705 647-4311
www.exp.com



Alexander O'Beirn, EIT
Project Manager
Infrastructure Services

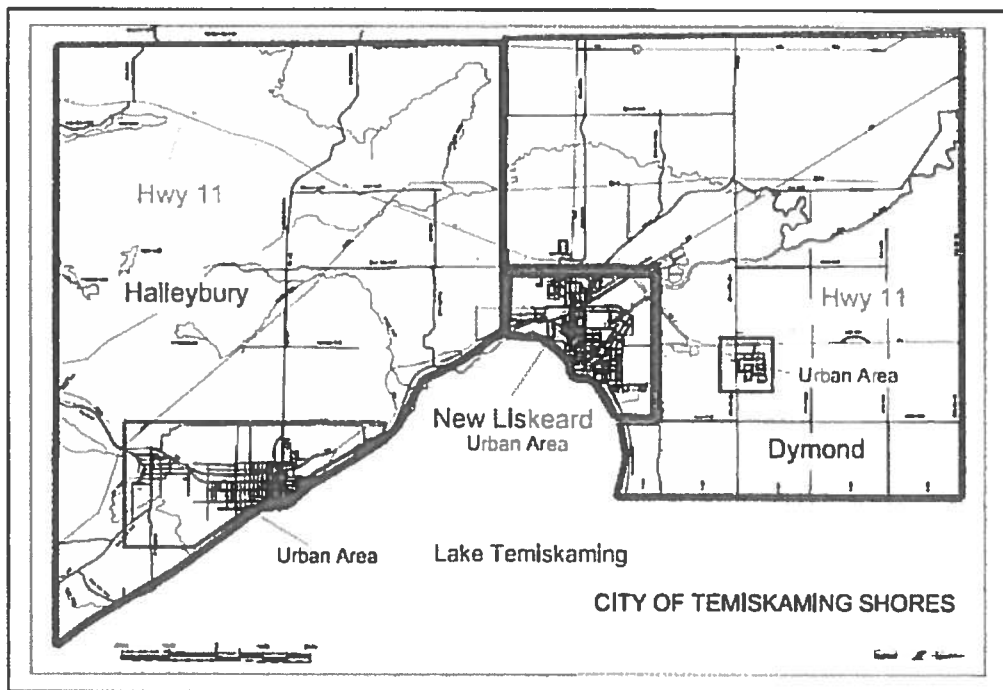


Nolan Dombroski, P.Eng.
Infrastructure Manager – New Liskeard
Infrastructure Services

Date Submitted:
March 8, 2018

1 Introduction

This letter has been prepared by EXP Services Inc. (EXP) on the account of Rivard Bros to outline the lot servicing requirements and propose a cost sharing arrangement. The purpose of this submission relates to the installation of new sanitary sewers, and watermain to service a proposed new development in New Liskeard. ECA #1355-9NCGPW was previously obtained to upgrade approximately 774 m of trunk sanitary sewer on the property and immediately downstream of the proposed development.



Map 1 – Temiskaming Shores (Haileybury, New Liskeard, Dymond)

2 Project Background

Beach Gardens Development

The proposed Beach Gardens Development site is bound on the west by Lakeshore Road, on the east by Lake Temiskaming. It is located to the south of the residences along the south side of Beach Boulevard in the community of New Liskeard. The property is legally described as Part of Lot 5 and Part of Block C (Pins 61339-0129, 61339-0127 & 613390135) on Registered Plan M-79 NB, in the City of Temiskaming Shores.

The site is situated in an area of low relief and, at one time, was used as a tent & trailer park as well as a commercial vegetable garden. Surrounding land use is residential on all but the East side of the property, which abuts Lake Temiskaming. There is a 6m wide easement running north to south across the middle of the property, within which there is an existing 150 mm diameter watermain (partially, two dead ends are located on the property), and an existing 200 mm diameter sanitary sewer main. This infrastructure currently services residential properties to the south of the proposed development.

The proposed development will consist of two townhouse structures, each containing four (4) units for a total of eight (8) townhouse dwellings. There will also be two (2) single family residences constructed on this property as part of the development, for a total of ten (10) dwelling units.

3 Authorization Required/Project Contacts

Proponent Representative: Doug Walsh
Manager of Public Works
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Halleybury, Ontario, P0J 1K0

Design Engineer: Nolan Dombroski, P. Eng.
EXP Services Inc.
310 Whitewood Ave. W.,
P.O. Box 1208,
New Liskeard, Ontario, P0J 1P0
nolan.dombroski@exp.com

4 Project Description

Please use the supplied design drawings in conjunction with the descriptions below.

4.1 Description of Proposed Sanitary Sewer

The new development will be serviced by approximately 148 meters of 250 mm diameter sanitary service line, as well as 10 meters of 200 mm diameter sanitary service line, that includes the replacement of two (2) 1200 mm diameter manholes. The ECA mentioned above covers the proposed scope of work for the portion of sanitary sewers on the property. The ECA will have to be amended in the future if the downstream sewer is not upgraded.

4.2 Pre-development Conditions

The existing site consists of mainly grassy field areas with varying elevation as well as small lengths of gravel and asphalt roads. The current topography is not designed to manage stormwater runoff.

4.3 Runoff Coefficient

The surface material and topography both influence how an area handles the movement of stormwater flows. The effect of these influences is measured using a runoff coefficient. This runoff coefficient represents the ratio of the depth of runoff to the depth of rainfall in an area. This means that an impermeable surface, such as pavement, will have a higher runoff coefficient as it does not allow water to penetrate the surface, resulting in higher runoff flows. The runoff coefficient for various surfaces are as follows:

- Grass: 0.20
- Pavement: 0.90
- Roofs: 0.90

The pre-development runoff coefficient for the site is 0.20 and the pre-development runoff flow is 68.5 L/s.

4.4 Stormwater Management System

The allowable release rate for the site is limited to the 10-year pre-development flow using a time concentration of 27.2 minutes and $C = 0.20$.

As a result of the changes onsite, the overall post-development runoff coefficient will increase over existing conditions. The increase in runoff will be the result of changes due to site development (ie: additional hard surfaces, roof areas and hard landscaping). Storm water runoff rate is proposed to be managed by a combination of ditches, swales, grading, rock flow check dams and culverts. Detailed stormwater management design to be completed in the final design stage.

Lots will be graded to direct overland flows into nearby ditches and swales. The road will be graded to allow water to drain to the west side of the site into a ditch along the road; this will prevent sheet flow from occurring at this location. From the ditch, the water will flow through a culvert to the east side of the road.

Ditches will run from the road easterly towards Lake Temiskaming. The ditches will transition into a swale, which will widen out and have reduced slope. It is proposed to use rock flow check dam downstream of the swale which will be designed to attenuate flows to the pre-development levels and outlet to Lake Temiskaming. There will be five (5) ditches with this configuration running from the roadway to Lake Temiskaming, located adjacent to each building.

The post-development runoff coefficient for the developed site is 0.36, which is slightly higher than pre-development conditions. The 10-year post-development runoff flow is 136.5 L/s. This runoff will be controlled to pre-development levels once the stormwater management design is completed.

5 Servicing

The proposed development will consist of ten (10) lots designed for residential use. All lots will be connected to the proposed 200 mm dia. sanitary sewer and proposed watermain through an easement on the Beach Gardens property.

5.1 Sanitary Servicing

EXP has analyzed the impact of the ten (10) dwellings on the current downstream sanitary sewage collection system. The analysis revealed that the existing sanitary sewage system is capable of conveying the additional flows.

5.2 Watermain Servicing

The proposed development will draw water from the existing watermain network located to the east of Lakeshore Road. The watermain is currently capped on both the north and south side of the Beach Gardens property. The watermain for the development would be connected to these two capped ends.

The proposed development will draw water from the New Liskeard water distribution system. This system currently services approximately 4800 people, with water from two wells located at the McCamus Water Treatment Plant. The New Liskeard distribution system cannot be operated to exceed a maximum flow rate of 7,865 m³/day (OCWA 2016 Annual Report). The maximum flow in 2016 was 7,144 m³/day, leaving 721 m³/day of available capacity. Using the sewage flows above, the additional theoretical water demand generated in average conditions by the proposed new development is estimated to be 10.37 m³/day. During maximum daily usage periods, the demand generated by the proposed development is estimated to be 98.50 m³/day, which equates to a revised estimated maximum daily water demand of 7243 m³/day for the New Liskeard system.

The domestic water demands are estimated below, utilizing parameters from the GDWS. The following summarizes the parameters used.

- Average daily water consumption = 350 L/person/day
- Number of residents = 30 (from GDWS, Table 3-3)
- Maximum Day Factor = 9.5 x Avg. Day (from GDWS, Table 3-3)
- Maximum Hour Factor = 14.3 x Avg. Day (from GDWS, Table 3-3)

The average, maximum day and peak hour domestic (residential) demands for the building are as follows:

- Average Day = $350 \times 30 / 86,400 \text{ sec/day} = 0.12 \text{ L/sec}$
- Maximum Day = $9.5 \times 0.12 = 1.14 \text{ L/sec}$
- Peak Hour = $14.3 \times 0.12 = 1.72 \text{ L/sec}$

Based on the water model completed for the New Liskeard Water Linking Project, it is expected that the water system servicing the site has adequate pressure and flow to meet the peak hour and maximum day plus fire flows.

6 Cost Sharing

Rivard Bros is proposing to enter into a cost-sharing agreement with the City of Temiskaming Shores. The proposed infrastructure would result in several benefits for the City including the elimination of watermain dead ends, replacing a deteriorated sanitary pipe and a new and improved access to a sanitary manhole.

Currently, the watermain near Beach Gardens has two dead ends; one on each side of the property. Developing Beach Gardens property would result in these two dead ends being looped. The connection will eliminate flushing requirements at both dead ends, and result in a more robust potable water distribution system.

The existing sanitary pipe in an easement on the Beach Gardens property is old and deteriorated. Developing Beach Gardens will result in this section of deteriorated pipe being replaced with a PVC pipe. This alleviates concerns of replacing this pipe in the near future at full expense to the City.

There is currently a sanitary manhole located on the easement in the Beach Gardens property. This manhole is difficult to access due to the lack of roadway access. Constructing a road to service the new Beach Gardens Development will provide the City with reliable access to service this manhole. In addition, constructing a road will create a single point access to the Beach Gardens property, therefore eliminating multiple entrances onto Lakeshore Road.

It can be seen that there are benefits to the City through the infrastructure work to be completed for the Beach Gardens development. Cost sharing will provide the above noted benefits to the City at a fraction of the cost that would otherwise be incurred if the City was to obtain these benefits by their own means. The attached spreadsheet (Appendix A) outlines Rivard Bros proposed cost sharing breakdown.

We appreciate the time the City has taken to review this proposal and look forward to hearing from you.

EXP Services Inc.

*Rivard Bros
Beach Gardens
NWL-01801006
March 8, 2018*

Appendix A – Cost Sharing Breakdown



Preliminary Construction Cost Estimate - Rivard Brothers Beach Gardens Roadway, Watermain, and Sanitary Sewer

A). Road Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
A1	Earth Excavation, Road	m ³	2,690	\$ 12.00	\$ 32,280.00	50%	\$ 16,140.00
A2	Superpave 12.5 (50mm, One Lift)	t	240	\$ 250.00	\$ 60,000.00	50%	\$ 30,000.00
A3	Granular A	t	1,070	\$ 18.00	\$ 19,260.00	50%	\$ 9,630.00
A4	Granular B Type 1	t	4,400	\$ 12.00	\$ 52,800.00	50%	\$ 26,400.00
A5	Select Subgrade Material, Road	m ³	640	\$ 12.00	\$ 7,680.00	50%	\$ 3,840.00
A6	Traffic control signing	LS	100%	\$ 4,000.00	\$ 4,000.00	50%	\$ 2,000.00
A7	500 mm dia. CSP Pipe Culvert	m	20	\$ 350.00	\$ 7,000.00	50%	\$ 3,500.00
A8	Pipe Subdrains	m	400	\$ 30.00	\$ 12,000.00	50%	\$ 6,000.00
Sub-Total Road Component							\$ 97,510.00

B). Wastewater Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
B1	200 mm dia. Pipe Sanitary Sewer	m	10	\$ 350.00	\$ 3,500.00	80%	\$ 2,800.00
B2	250 mm dia. Pipe Sanitary Sewer	m	148	\$ 400.00	\$ 59,200.00	80%	\$ 47,360.00
B3	150 mm dia. Pipe San. Services, Gravity	ea.	10	\$ 2,000.00	\$ 20,000.00	0%	\$ -
B4	1200 mm diameter maintenance holes	ea.	2	\$ 6,500.00	\$ 13,000.00	80%	\$ 10,400.00
B5	Removal of pipe culverts and sewers	m	128	\$ 30.00	\$ 3,840.00	80%	\$ 3,072.00
B6	Removal of sanitary maintenance holes	ea.	2	\$ 500.00	\$ 1,000.00	80%	\$ 800.00
Sub-Total Wastewater Component							\$ 64,432.00

C). Water Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
C1	150 mm dia. PVC Watermain	m	144.5	\$ 350.00	\$ 50,575.00	73%	\$ 36,919.75
C2	Connections to existing watermain	ea.	2	\$ 4,000.00	\$ 8,000.00	73%	\$ 5,840.00
C3	Hydrant Sets (incl. valves and leads)	ea.	1	\$ 7,000.00	\$ 7,000.00	73%	\$ 5,110.00
C4	150 mm dia. Valve and box	ea.	2	\$ 1,200.00	\$ 2,400.00	73%	\$ 1,752.00
C5	25 mm dia. Water services	ea.	10	\$ 2,000.00	\$ 20,000.00	0%	\$ -
C6	Corrosion protection of metallic watermain fittings and service piping	LS	100%	\$ 4,000.00	\$ 4,000.00	73%	\$ 2,920.00
Sub-Total Water Component							\$ 52,541.75

D). Provisional Items

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
D1	Clearstone sub-bedding (Prov. Item)	m ³	65	\$ 40.00	\$ 2,600.00	0%	\$ -
D2	Select Subgrade Material (compacted) (Prov. Item)	m ³	65	\$ 20.00	\$ 1,300.00	0%	\$ -
D3	Extra depth roadway and trench excavation (Prov. Item)	m ³	130	\$ 10.00	\$ 1,300.00	0%	\$ -
Sub-Total Lot Grading							\$ -

Total Project	\$ 392,735.00	\$ 237,161.50	\$ 214,483.75
Sub-Total	\$ 392,735.00	\$ 237,161.50	\$ 214,483.75
Contingency (15%)	\$ 58,910.250	53%	47%
Total	\$ 451,645.25		





Ministry of the Environment
Ministère de l'Environnement

ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 1355-9NCGPW
Issue Date: August 29, 2014

The Corporation of the City of Temiskaming Shores
Post Office Box, No. 2050
Haileybury, Ontario
P0J 1K0

Site Location: Beach Gardens Trunk Sanitary Sewers Upgrades
City of Temiskaming Shores, District of Temiskaming

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

sanitary sewers to be constructed as part of the Beach Gardens Trunk Sanitary Sewers Upgrades, in the City of Temiskaming Shores, District of Temiskaming, as follows:

sanitary sewers within the Easement (from the southern boundary line of the Beach Gardens site, approximately 45 metres to the east of Lakeshore Road heading north for approximately 223 metres to Beach Boulevard) and on Municipal Land (from Beach Boulevard heading northeast for approximately 402 metres to Melville Street and from Melville Street heading northeast for approximately 152 metres to Montgomery Avenue), discharging to the existing Montgomery Sanitary Sewage Pumping Station;

all in accordance with the application dated January 23, 2014 and received on January 27, 2014, including final plans and specifications prepared by exp Services Inc.

For the purpose of this environmental compliance approval, the following definitions apply:

1. "Approval" means this Environmental Compliance Approval and any Schedules to it, including the application and supporting documentation;
2. "Director" means any Ministry employee appointed by the Minister pursuant to section 5 of the Part II.1 of the Environmental Protection Act;
3. "Ministry" means the Ontario Ministry of the Environment;
4. "Owner" means The Corporation of the City of Temiskaming Shores, and includes its successors

and assignees;

5. "Water Supervisor" means the Water Supervisor of the North Bay District Office of the Ministry; and
6. "Works" means the sewage works described in the Owner's application, this Approval and in the supporting documentation referred to herein, to the extent approved by this Approval.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1.1 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 1.2 Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, the application for approval of the Works and the submitted supporting documents and plans and specifications as listed in this Approval.
- 1.3 Where there is a conflict between a provision of any submitted document referred to in this Approval and the Conditions of this Approval, the Conditions in this Approval shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.
- 1.4 Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
- 1.5 The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected thereby.

2. EXPIRY OF APPROVAL

The approval issued by this Approval will cease to apply to those parts of the Works which have not been constructed within five (5) years of the date of this Approval.

3. CHANGE OF OWNER

3.1 The Owner shall notify the Water Supervisor and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:

- (a) change of Owner;
- (b) change of address of the Owner;
- (c) change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the Water Supervisor; and
- (d) change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the Water Supervisor.

The reasons for the imposition of these terms and conditions are as follows:

- 1. Condition 1 is imposed to ensure that the Works are built and operated in the manner in which they were described for review and upon which Approval was granted. This Condition is also included to emphasize the precedence of Conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The Condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this Approval of the existence of this Approval.
- 2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
- 3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- 1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- 2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

- 3. The name of the appellant;

4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

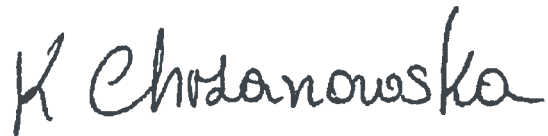
AND

The Director appointed for the purposes of
Part II.1 of the Environmental Protection Act
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

*** Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 314-3717 or www.ert.gov.on.ca**

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 29th day of August, 2014



Katrina Chrzanowska, P.Eng.
Director
appointed for the purposes of Part II.1 of the
Environmental Protection Act

RU/

- c: Area Manager, MOE North Bay District Office
- c: DWMD Supervisor, MOE North Bay District Office
H. James Hawken, exp Services Inc.

Subject: Stop up & Close – portions of Andrew
and King Streets

Report No.: CS-027-2018
Agenda Date: July 10, 2018

Attachments

Appendix 01: Aerial view of Subject Lands

Appendix 02: Draft Reference Plan

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-027-2018;
2. That Council directs staff to prepare the necessary by-law for the stopping up and closing of a portion of Andrew Street and King Street for consideration at the July 10, 2018 Regular Council meeting; and
3. That Council directs staff upon adoption of a by-law to stop up and close to have said by-law registered at the Land Registry Office.

Background

Council considered Administrative Report CS-019-2018 and held a public meeting in regards to the disposition of Parts 1 to 5 on Plan 54R-6026 to Mr. Shawn Fraser at the June 19, 2018 Regular Council meeting. As a result Council adopted By-law No. 2018-100 for the disposition of the land to Mr. Fraser. Brigid Wilkinson of Evans Bragagnolo and Sullivan while in the process of prepare the necessary legal documents for the transfer determined that certain portions of Andrew Street and King Street are required to be Stopped Up and Closed by the City prior to finalizing the land sale.

Analysis:

Appendix 01 – Property Layout illustrates the area in question, Parts 1-5 being sold to Mr. Fraser as well as the portions of Andrew Street and King Street that are required to be stopped up and closed.

Those portions of Andrew Street and King Street at the time Mr. Fraser approached the City to acquire Parts 1- 5 were owned by an extinct company. As part of the process for the disposition it was necessary for the City to go through a legal process to have the lands owned by the extinct company changed into the ownership of the City. Once the City became the owner of these lands they were considered unopened road allowances.

Therefore it is recommended, in order to permit the land sale, that Council direct staff to prepare a by-law for the stopping up and closing of those portions of Andrew Street and King Street as illustrated in Appendix 01 for consideration at the July 10, 2018 Regular Council meeting.

Financial / Staffing Implications

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

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

The proponent (Mr. Fraser) has paid for all costs to date (i.e. ownership change over, legal fees, etc.). The City will be incurring the cost of the registration of the by-law to stop and close at a cost of \$280.00. Staffing implications are limited to normal administrative duties.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed by:

Reviewed and submitted for
 Council's consideration by:

"Original signed by"

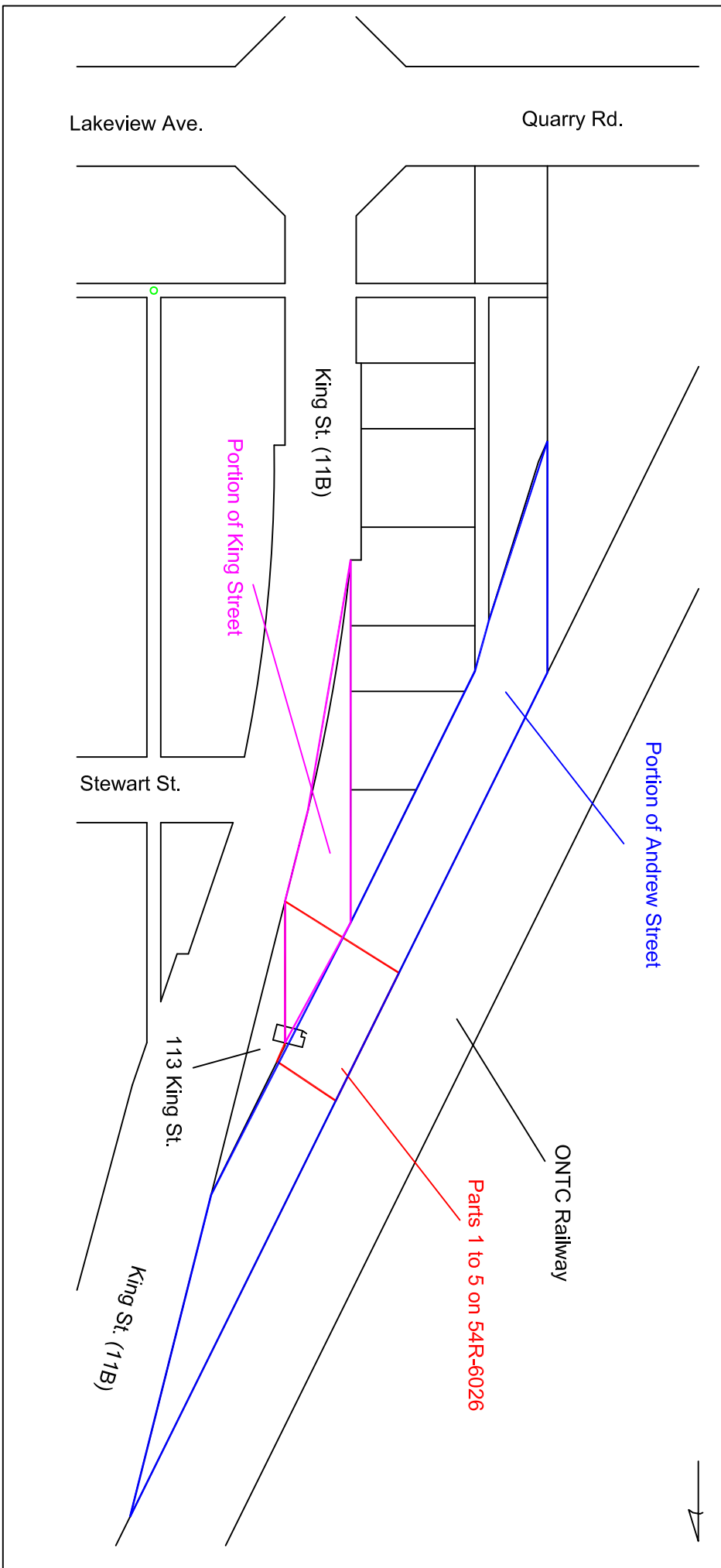
"Original signed by"

"Original signed by"

 David B. Treen
 Municipal Clerk

 Shelly Zubyck
 Director of Corporate Services

 Christopher W. Oslund
 City Manager



Subject: Brokerage Services for Municipal
Insurance Policy

Report No.: CS-028-2018
Agenda Date: July 10, 2018

Attachments

Appendix 01: Tench-MacDiarmid Insurance Brokers Ltd. Proposal Summary

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-028-2018; and
2. That Council hereby renews By-law No. 2017-091 being an agreement with BFL Canada Ltd. brokered by Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services at a premium of \$247,770 plus applicable taxes for the second year.

Background

On July 11, 2017 Council entered into an agreement via By-law No. 2017-091 with Tench-MacDiarmid Insurance Brokers Ltd. for Municipal Insurance and Risk Management Services for a period of three (3) years with a two (2) year renewal option on a year to year basis depending upon quality of service, mutual agreement and annual premium negotiations between the Broker and the City of Temiskaming Shores.

The City's insurance policy is due for renewal on July 1, 2018.

Analysis

The premiums proposed for this year's renewal are \$247,770 which is and overall increase of 14% from last year. The increase is due to increased costs of claims settlements across the sector and an increase in the City's property values.

For comparison purposes and to remain competitive, the City's Insurance Broker requested a quote from Frank Cowan Company. The Company respectfully declined quotation as they would not be able to meet our current premium level.

Attached as Appendix 1 is the City's Renewal Proposal for the period of July 1, 2018 to June 30, 2019.

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

\$331,000 was budgeted in 2018 for Municipal Insurance. The budget incorporates 50% of the 2017/2018 premiums and 50% of the 2018/2019 premiums. The premium is paid in full upon endorsement by Council with the unexpended 50% posted to a prepaid insurance account.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubycck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager



6 Whitewood Ave. Box 2290,
New Liskeard, ON
POJ 1P0
T: 705.647.8188
F: 705.647.9625

33 Third St. Box 492,
Englehart, ON
POJ 1H0
T: 705.544.8686
F: 705.544.8556

June 28, 2018

City of Temiskaming Shores
PO Box 2050
Haileybury, ON
P0J1K0

Municipal Insurance Program 2018-2019

Please find enclosed our proposal for the City of Temiskaming Shores for 2018-2019 through BFL Canada. This terms proposed premium is \$247,770.

Highlights

- Premium has increased this term by 14%, (complete premium comparisons enclosed)
- Premium increase explanation can be found on page 12 of the enclosed proposal.
- Account Premium are still 24% lower than in 2016 (2016 premium \$307,594)
- Proposal is based on subjectivities on page 9 of proposal – will forward in email
- Have also included a quote for Cyber coverage..

Once reviewed please feel free to contact me at anytime with any questions or concerns you may have.

Yours truly,

Tench- MacDiarmid Insurance

A blue ink handwritten signature of Ken P. Montgomery Jr. is written over a white rectangular area.

Ken P. Montgomery Jr.
General Manager
k.Montgomeryjr@tenchinsurance.com



BFL MAKES A DIFFERENCE

**Municipal Insurance Program
Renewal Proposal**

Corporation of the City of Temiskaming Shores

For the period
July 1, 2018 to July 1, 2019

Presented by:
Tench-MacDiamid Insurance Brokers Ltd.



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1. INTRODUCTION

It is with pleasure that **BFL CANADA** in partnership with **Tench-MacDiamid Insurance Brokers Ltd.** presents the **City of Temiskaming Shores** with the following Municipal Insurance Program Renewal Proposal.

Please review this document carefully and contact your representative, if you have any questions or comments.

Thank you for your business. We look forward to being of further service to you.



2. SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES & PREMIUMS

SUMMARY OF COVERAGES	LIMITS AND DEDUCTIBLES	
PUBLIC ENTITY GENERAL LIABILITY	\$ 50,000,000	each occurrence limit
Includes:		
Products / Completed Operations		
Personal and Advertising Injury		
Tenants Legal Liability		
Marina Liability (if applicable)		
Incidental Medical Malpractice		
Abuse/Molestation		
Medical Expenses	\$ 25,000	any one person
Voluntary Compensation Benefits	\$ 50,000	any one accident
Incidental Garage Liability	\$ 250,000	each occurrence
	\$ 500,000	aggregate limit
Forest Fire Fighting Expenses	\$ 1,000,000	each occurrence
	\$ 2,000,000	aggregate limit
Deductibles:	\$ 25,000	applies to All Losses (per occurrence), except
	\$ 25,000	applies to Sewer Back-up (per claimant)
	\$ 2,500	applies to Medical Expenses (per person)
	\$ NIL	applies to Voluntary Compensation Benefits
PUBLIC ENTITY ERRORS & OMISSIONS LIABILITY	\$ 50,000,000	each claim
Includes:		
Municipal Employee Benefits Liability		
Medical Malpractice Liability (if applicable)		
Legal Expense, including Municipal Conflict of Interest	\$ 250,000	any one action
	\$ 500,000	aggregate limit
Wrongful Dismissal Legal Expense	\$ 500,000	each claim and aggregate limit
Deductibles:	\$ 25,000	applies to All Losses (per claim), except
	\$ NIL	applies to Legal Expense, including Municipal Conflict of Interest
	\$ 5,000	Wrongful Dismissal Legal Expense

SUMMARY OF COVERAGES

LIMITS AND DEDUCTIBLES

STANDARD NON-OWNED AUTOMOBILE LIABILITY

Includes:

SPF No. 6 – Third Party Liability	\$ 50,000,000	any one accident
SEF No. 94 – Legal Liability for Damage to Hired Automobiles	\$ 500,000	any one vehicle
SEF No. 96 – Contractual Liability Endorsement	Included	
SEF No. 99 – Excluding Long-Term Leased Vehicle Endorsement	Included	

Deductibles:

	\$ NIL	applies to All Losses, except
	\$ 1,000	applies to SEF No. 94

ENVIRONMENTAL IMPAIRMENT LIABILITY

Deductible

	\$ 5,000,000	each claim and aggregate
	\$ 25,000	each claim

* No Retro-Active Date

COMPREHENSIVE CRIME INSURANCE

Includes:

Employee Dishonesty Form A	\$ 1,000,000
Loss Inside the Premises	\$ 200,000
Loss Outside the Premises	\$ 200,000
Money Orders & Counterfeit Paper Currency	\$ 200,000
Depositors Forgery	\$ 1,000,000
Third Party Computer and Funds Transfer Fraud	\$ 200,000
Audit Expenses	\$ 200,000
Fraudulently Induced Payment Endorsement ("Phishing")	\$ 100,000

Deductibles:

	\$ NIL	applies to All Losses, except
	\$ 25,000	applies to Fraudulently-Induced Payment Endorsement ("Phishing")



SUMMARY OF COVERAGES

LIMITS AND DEDUCTIBLES

PROPERTY INSURANCE

Total Sum Insured (Blanket Limit)	\$	77,703,897	
Includes:			
Property of Every Description (scheduled values)	\$	74,553,897	
Electronic Data Processing (EDP) / Media	\$	1,000,000	
Business Income (including Rental Income)	\$	600,000	
Valuable Papers and Records	\$	500,000	
Extra Expense	\$	500,000	
Accounts Receivable	\$	500,000	
Fine Arts	\$	50,000	(\$5,000 limit per unscheduled item)
Sewer Back Up		Included	
Insured Property Not On Premises		Included	
Building Damage By Theft		Included	
Property in Transit		Included	
Exhibition Floater		Included	
New Generation		Included	
Water Damage		Included	
Newly Acquired Property (90-day reporting)	\$	1,000,000	
Employees Personal Property		Included	(\$5,000 per Officer/Employee)
Sod, Trees, Shrubs and Plants		Included	(\$10,000 per item)
Outdoor Property		Included	
Exterior Signs and Glass		Included	
Fire Department Service Charges	\$	25,000	
Recharge of Fire Protection Equipment	\$	25,000	
Lock Replacement (Master Key)	\$	10,000	
Professional Fees	\$	500,000	
Pollution Clean Up and Removal	\$	50,000	
Reward Payments	\$	10,000	
Scheduled Watercraft (under 30 feet)		Included	
Unintentional Errors and Omissions	\$	1,000,000	
Interruption by Civil Authority		4 Weeks	
Off Premises Power Extension		Included	
Dependent Property	\$	100,000	
Expediting Cost	\$	500,000	
Salesperson's Samples	\$	10,000	
Consequential Loss Assumption	\$	50,000	
Virus & Hacking	\$	25,000	
Leasehold Interest	\$	10,000	



SUMMARY OF COVERAGES

LIMITS AND DEDUCTIBLES

PROPERTY INSURANCE

Deductibles:	\$	5,000	applies to all losses, except
	\$	5,000	applies to EDP / Media
	\$	5,000	applies to Fine Arts
	\$	5,000	applies to Pollutant Clean Up & Removal
	\$	2,500	applies to Fire Suppression System Recharge
	\$	50,000	applies to Flood
		3%	of Total Loss or \$100,000 min., whichever is greater, applies to Earthquake

EQUIPMENT BREAKDOWN (BOILER & MACHINERY)

\$ 77,703,897 Limit Per Accident

Includes:

Business Interruption (12-months)			
Loss of Gross Profit	\$	100,000	
Loss of Gross Rents	\$	500,000	
Water Damage	\$	500,000	
Ammonia Contamination	\$	500,000	
Hazardous Substances	\$	500,000	
Expediting Expenses		Policy Limit	
Professional Fees		Policy Limit	
Errors & Omissions	\$	500,000	
Data and Media	\$	100,000	
Extra Expense	\$	500,000	
Combined Contingent Business Interruption Unnamed locations (Customers / Suppliers)	\$	25,000	
Spoilage (food solely while in cold storage)	\$	50,000	
Service Interruption	\$	5,000,000	
Mould (120 days)	\$	50,000	
Brands and Labels	\$	100,000	
Green Standards	\$	100,000	
Deductibles / Waiting Period:	\$	5,000	applies Per Accident, except
		10% / \$5,000 min.	applies to Spoilage
		24 Hours	applies to Business Interruption / Extra Expense / Contingent Business Interruption / Service Interruption



SUMMARY OF COVERAGES

LIMITS AND DEDUCTIBLES

OWNED AUTOMOBILE

43 Units

Includes:

Third Party Liability (bodily injury / property damage)	\$ 50,000,000	per occurrence
Accident Benefits (Standard Benefits)	Included	
<u>Optional</u> Increased Accident Benefits		
Increase Income Replacement from \$400 per week to (\$600/\$800/\$1,000) per week	Not Included	
Increase Medical Rehabilitation & Attendant Care for Non-Catastrophic Injuries from \$65,000 to \$130,000	Not Included	
Increase combined All Injury benefit from \$65,000 to \$1,000,000 and combined Catastrophic benefit from \$1,000,000 to \$2,000,000	Not Included	
Extend Caregiver, Housekeeping & Home Maintenance benefit to cover all injuries (not just Catastrophic)	Not Included	
Increase Death & Funeral benefits	Not Included	
Add Dependant Care benefit	Not Included	
Add Indexation Benefit (Consumer Price Index)	Not Included	
Uninsured Automobile	Included	
Direct Compensation – Property Damage	Included	
Loss or Damage – All Perils (Basis of Loss Settlement is Replacement Cost for all vehicles, unless otherwise stated)	Included	

Deductibles:

	NIL	applies to Third Party Liability
	NIL	applies to Accident Benefits
	NIL	applies to Uninsured Automobile
	NIL	applies to Direct Compensation
\$	5,000	applies to All Perils



SUMMARY OF COVERAGES

LIMITS AND DEDUCTIBLES

MUNICIPAL OFFICIALS' ACCIDENT

Principal Sum for Loss of Life \$ 250,000 applies on a 24 Hour Basis

Please see Coverage Description for complete list of benefits

Coverage applies to seven (7) Council Members and Staff Members as on file with the Insurer

**Weekly Accident Indemnity coverage ceases to apply on the date the Insured Person reaches seventy (70) years of age.*

All other coverage ceases to apply on the date the Insured Person reaches eighty (80) years of age.

VOLUNTEER FIRE FIGHTERS' ACCIDENT

Principal Sum for Loss of Life \$ 150,000 applies on a While on Duty Basis

Please see Coverage Description for complete list of benefits

**Weekly Accident Indemnity coverage ceases to apply on the date the Insured Person reaches seventy (70) years of age.*

All other coverage ceases to apply on the date the Insured Person reaches eighty (80) years of age.

RENEWAL PREMIUM:

Annual Premium, as per preceding coverage description:	\$247,770.00
Provincial Sales Tax:	<u>\$17,576.88</u>
Total Annual Cost, including P.S.T.:	\$265,346.88

NOTE: Limits of Liability are comprised of \$5,000,000 Primary with \$50,000,000 Excess.

Policies supercede the summaries of insurance contained herein

****In the event of cancellation after inception, a time on risk premium will apply subject to a minimum retained premium as outlined on each of the individual policies if any as noted.**

This quotation has been provided by BFL CANADA Risk and Insurance Services Inc., who is permitted to confirm coverage terms, limits, deductibles, and premiums under a binding authority agreement with the following insurance carriers:

1) Certain Underwriters at Lloyds (100%)

Public Entity General Liability, Public Entity Errors & Omissions Liability, Legal Expense (including Conflict of Interest and Wrongful Dismissal), Municipal Employee Benefits Liability, SPF 6 – Standard Non-Owned Automobile, Follow Form Excess Liability, Environmental Impairment Liability

2) AIG Insurance Company of Canada (100%)

Comprehensive Crime, Property Insurance, Owned Automobile, Cyber Liability

3) Royal & Sun Alliance Insurance Company of Canada (100%)

Equipment Breakdown (Boiler and Machinery) Insurance

4) SSQ Insurance Company Inc.(100%)

Municipal Officials' Accident, Volunteer Accident, Municipal Officials' Critical Illness, Municipal Officials' Out-Of-Province Travel Health, Volunteer Fire Fighters' Accident

Authorized Signature



**Sara E. Runnalls FCIP CRM
Vice President, Risk Advisor – Public Sector
BFL CANADA Risk and Insurance Services Inc.**

Date: June 27, 2018



COVERAGE SUBJECTIVITIES

PUBLIC ENTITY GENERAL LIABILITY

1. Completed, dated and signed Public Entity Liability application - **WITHIN 30 DAYS OF BINDING**

ENVIRONMENTAL LIABILITY

The insured shall provide to the insurer the following ("the Information Required") within 60 days from commencement of the policy period ("the Deadline"):

1. Completion of section 6 d) which seems to have been missed of this application form
Where applicable based on answers to 6 d):
2. Full details of the closed landfill, to include:
 - a. age
 - b. size
 - c. construction (i.e. cell-based, use of impermeable liners etc.)
 - d. leachate and gas management systems used
 - e. confirmation there have been no issues of non-compliance with any environmental permit, license or consent during operations
 - f. confirmation of no complaints from third parties i.e. odour, litter, pest etc.
 - g. copy of closure / restoration and aftercare monitoring reports
3. Full details of the open landfill, including:
 - a. age
 - b. size
 - c. construction (i.e. cell-based, use of impermeable liners etc.)
 - d. nature of waste deposited (assume municipal solid waste only)
 - e. leachate and gas management
 - f. groundwater monitoring
 - g. confirmation there have been no issues of non-compliance with any environmental permit, license or consent
 - h. confirmation of no complaints from third parties i.e. odour, litter, pest etc.
 - i. copy of most recent inspection or audit reports.
4. For aboveground storage tanks:
 - a. Confirmation whether single or double-walled
 - b. For tanks with no secondary containment, confirmation that one or more of the following apply:
 - i. Tank drains to a sealed drainage system with oil/water interceptor.
 - ii. Tank is inside on impermeable flooring with no floor drains and the building itself acts as effective secondary containment.
 - c. Where single-walled and no secondary containment is in place – confirmation how leaks would be contained e.g. through use of sealed drainage with oil/water interceptor or because the tank is inside the building on impermeable flooring and the building itself acts as secondary containment;

Between commencement of the policy period and the Deadline, cover is provided by the insurer on the terms and conditions specified in the contract to which this condition is attached ("the Contract Terms").

Where the Information Required is not submitted to the insurer by the Deadline, the location, asset or operation in connection with which the Information Required has been requested will not be covered under Endorsement 3 Environmental Impairment Liability

Where the Information Required is submitted to the insurer by the Deadline and is satisfactory to the insurer, cover shall continue from the Deadline on the Contract Terms until expiry of the policy period unless and until terminated in accordance with the cancellation condition contained within the Contract Terms.

In the event the Information Required is submitted by the Deadline, but is unsatisfactory to the insurer, the insurer reserves the right to amend the Contract Terms, including the application of coverage limitations.

To the extent this condition conflicts with any other cancellation, notice or premium provision in the Contract Terms, this condition shall prevail.

PROPERTY

1. Signed Property Schedule – **WITHIN 30 DAYS OF BINDING**



3. PREMIUM BREAKDOWN

Please find attached our Premium Breakdown per Line of Coverage.



PREMIUM BREAKDOWN BY LINE OF COVERAGE
 NAME OF INSURED: CITY OF TEMISKAMING SHORES
 POLICY PERIOD: JULY 1, 2018 TO JULY 1, 2019
 PREPARED: JUNE 27, 2018

LINE OF COVERAGE	2017 PREMIUM (\$25,000 deductible liability / property / auto)	2018 PREMIUM (\$25,000 deductible liability / property / auto)	DIFFERENCE IN PREMIUM
Municipal General Liability (includes Public Officials Liability, Employee Benefits Liability, Legal Expense Insurance, and Non-Owned Automobile) and Environmental Impairment Liability	\$114,639.00	\$142,500.00	\$27,861.00
Excess Liability	\$12,428.00	\$12,420.00	-\$8.00
Crime	\$700.00	\$700.00	\$0.00
Owned Automobile	\$29,010.00	\$28,059.00	-\$951.00
Property (includes Boiler & Machinery and Computer / EDP / Media)	\$55,040.00	\$57,715.00	\$2,675.00
Municipal Officials' Accident	\$1,176.00	\$1,176.00	\$0.00
Volunteer Fire Fighters' Accident	\$5,200.00	\$5,200.00	\$0.00
TOTAL - ALL LINES	\$218,193.00	\$247,770.00	\$29,577.00

4. CHANGES IN PREMIUM, EXPOSURE & COVERAGE FROM EXPIRING POLICY

Premiums for all municipalities in general are continuing to rise under all sections of coverage. The increases are driven by claims trending upwards. The continuous unresolved issue of Joint and Several Liability has resulted in losses reaching the reinsurance level.

Note many municipalities are increasing their deductibles to offset the premium increases. We can provide alternative deductible options which can assist the Municipality in reducing their Insurance costs. Please advise us if you would like a quotation for higher deductibles on some or all lines of coverage.

In the meantime, below please find an explanation to account for changes in your premiums from the expiring term:

**PUBLIC ENTITY
GENERAL LIABILITY
including
ENVIRONMENTAL
IMPAIRMENT LIABILITY**

Premium has increased by \$27,861.00 as a result of:

- Increased costs of claims settlement (in general)

PROPERTY

Premium has increased by \$2,675.00 due to:

- Scheduled Property Values increased from \$70,235,807 to \$74,553,897 (note values of all buildings, contents and equipment have been adjusted by 3% to reflect inflation)

AUTOMOBILE

Premium has decreased by \$951.00 due to:

- Adverse claims development for the Municipality
- Total vehicle count decreased from 44 to 43
- Breakdown of vehicles by class has changed as follows:

Class of Vehicle	Expiring Count	Renewal Count
Non-Emergency <\$100,000	21	19
Non-Emergency >\$100,000	9	9
Fire <\$100,000	3	5
Fire >\$100,000	7	6
Police		
Trailers	4	4
ATVs / Snowmobiles		
No Physical Damage		
Ambulances		
Transit Buses <7 Passengers		
Transit Buses >7 Passengers		
Total Vehicle Count	44	43



5. RECOMMENDED IMPROVEMENTS / CHANGES IN COVERAGE

CYBER LIABILITY

Cyber Insurance policies support your Municipality when your computer security system has been breached and the personal data of your residents and staff are compromised. These policies cover the cost of security breach notifications, privacy liability, crisis management, public relations expenses, as well as regulatory defence costs and penalties. In addition, they can pay for expenses you incur as a result of compromised online election results from outside hacking.

We have retrieved your most recent financial statements from your official website, and using these we have obtained a non-binding, no-obligation premium indication from AIG Insurance Company of Canada. The details of this coverage are attached as a separate document to this presentation.

If you are interested in taking this coverage offering, a fully completed application will be required prior to binding in order to confirm all terms and premiums. We can assist your team in completing the application if needed.

Cybercrime is a constant threat, and it is not going away – if anything our organizational exposures increase almost daily. Take advantage of the availability of coverage to protect your budget against unknown risks that can easily run into the hundreds of thousands, or even millions of dollars.

FACILITY USERS PROGRAM

This policy is for Municipal facilities where third parties may rent rooms for private functions and activities. An important Risk Management step is to ensure third party renters have their own insurance when using Municipal facilities. Our Facility Users Program is a “user friendly” system which gives third party renters affordable and easily accessible insurance.

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General Insurance Program by transferring the risk. It also offers the following advantages to both the User and the Municipality:

- It provides the Municipality with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing their own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for “one shot” policies.
- It eliminates the need for the Municipality to require a Certificate of Insurance from the Users.
- It is convenient and functional to both the Municipality and its Users.

Please let us know if you would like additional information on this valuable and cost-effective risk transfer tool.



MUNICIPAL OFFICIALS' CRITICAL ILLNESS

Principal Sum: \$5,000

Pays benefits to Insured Persons (Council and/or Staff members as scheduled by the Municipality) under the age of 70 years who suffer a "Critical Illness" as defined by the policy – please see Coverage Description section for complete details.

Estimated Annual Premium: **\$750** plus 8% PST

Actual Premium to be calculated based on completed application and will vary based on number, age and smoker status of insured persons.

OWNER CONTROLLED INSURANCE PROGRAM - CONSTRUCTION PROJECTS

Municipalities build new Offices, Public Works Facilities and Community Centres to better serve their community. An important part of these projects is to ensure the proper insurance is in place to protect the Municipality and its interests.

The Owner Controlled Insurance Program is an effective way for a Municipality to have control over their construction project insurance requirements. As the Municipality is the entity organizing the insurance on the project, it can make sure the policies have the correct wording, coverage and limits. An OCIP includes: insurance requirements for the engineering and design professionals (architects, contractors etc), general liability (includes wrap-up liability), environmental and property insurance (course of construction and building materials).

BFL works with each Municipality to create an OCIP policy and risk management plan for their individual construction projects.



OWNED AUTOMOBILE – ROAD BUILDING MACHINES

Effective July 1, 2017, the Highway Traffic Act has changed the definition of Road Building Machines. Complete details can be found at: <http://www.mto.gov.on.ca/english/trucks/road-building-machines.shtml>

To summarize, some former Road-Building Machines that would have been previously insured as unlicensed equipment under the Municipality's Property and Municipal General Liability policies are now required to be licensed motor vehicles, insured under your Owned Automobile coverage.

It is the Municipality's responsibility to ensure that all motor vehicles are appropriately licensed. Note that your Owned Automobile insurance automatically insures these vehicles; however, it is beneficial for us to have an up-to-date vehicle fleet listing that includes all former Road-Building Machines that are now licensed, thank you.

OWNED AUTOMOBILE – OPTIONAL ACCIDENT BENEFITS

Effective June 1, 2016 your Owned Automobile Insurance Policy adopted the new minimum Statutory Accident Benefits coverages. You have options to increase these benefits as per the chart below; please do not hesitate to contact our office to discuss whether increasing any of these benefits would be advantageous to your Municipality:

AUTOMOBILE Accident Benefits	Coverage, as of June 1st, 2016	Options Available, as of June 1st, 2016
Medical, Rehabilitation and Attendant Care Benefit	\$65,000 total for Medical, Rehabilitation and Attendant Care (<i>for Non-Catastrophic Injuries</i>)	Increase Non Catastrophic benefit to \$130,000 total
Medical, Rehabilitation and Attendant Care Benefit	\$1,000,000 total for Medical, Rehabilitation and Attendant Care (<i>for Catastrophic Injuries</i>)	Add an additional \$1,000,000 for a total of \$2,000,000 for Catastrophic Injuries
Medical, Rehabilitation and Attendant Care Benefit		Increase combined all injury benefit to \$1,000,000 and combined Catastrophic benefit total to \$2,000,000
Caregiver Benefit	Up to \$250/week for first dependant, \$50/week for additional dependants (<i>Catastrophic Injuries only</i>)	Extend benefit to cover all injuries (not just Catastrophic)
Housekeeping and Home Maintenance Expenses	Up to \$100/week (<i>Catastrophic Injuries only</i>)	Extend benefit to cover all injuries (not just Catastrophic)
Income Replacement Benefit	70% of gross income up to \$400/week	Increase to \$600, \$800 or \$1,000/week
Dependant Care Benefit	Not Provided	Purchase up to \$75/week for first dependant and \$25/week for additional dependants (max \$150/week)
Death and Funeral Benefit	\$25,000 to spouse; \$10,000 to each dependant	Increase to \$50,000 for spouse; \$20,000 for each dependant
Death and Funeral Benefit	Up to \$6,000 for Funeral	Increase to \$8,000 for funeral
Indexation Benefit	Not Provided	Adjust annually according to the Consumer Price Index of Canada
Tort Deductible	\$36,905.40 deductible (Jan 1 – Dec 31, 2016)	Reduce deductible by \$10,000 regardless of annual indexation

6. COVERAGE DESCRIPTIONS

The pages that follow offer a brief description of coverages available to municipal entities, including some policy conditions, special features, and exclusions applicable to these lines of Insurance: (see Policy wording for actual conditions and exclusions).

Casualty Insurance Coverage

- Municipal General Liability Insurance
- Legal Expense for Statute Law (including Conflict of Interest and Wrongful Dismissal) Insurance
- Public Officials (Errors & Omissions) Liability Insurance
- Municipal Employee Benefits Liability Insurance
- SPF 6 – Standard Non-Owned Automobile Insurance
- Owned Automobile Insurance (including leased vehicles)
- Follow Form Excess Liability Insurance
- Environmental Impairment Liability Insurance
- Crime Insurance

Property Insurance Coverage

- Property Insurance
- Equipment Breakdown (Boiler and Machinery) Insurance

Accident Coverage

- Municipal Officials' Accident Insurance
- Municipal Officials' Critical Illness
- Volunteer Fire Fighters' Accident Insurance

Casualty Insurance Coverage (Risk Management tool)

- Facility Users Program

Cyber Insurance (including Privacy Breach)

- Liability and First Party coverages

Please refer to Summary of Proposed Coverages, Limits, Deductibles and Premiums to confirm which of the above lines of coverage are included in this premium quotation.



PUBLIC ENTITY GENERAL LIABILITY INSURANCE

Description

Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of bodily injury (including personal injury) or property damage

Details of Coverage and Conditions

- Liability for Bodily Injury and Property Damage
- Incidental Medical Malpractice (including use of defibrillation equipment) included to policy limit
- Contingent Employers' Liability
- Blanket Contractual Liability
- Liability under the Provincial Liquor License Act
- Personal Injury Liability
- Tenants Legal Liability
- Medical Payments
- Abuse/Molestation
- Claims settled on an occurrence basis

Named Insured includes

- The Public Entity and all Additional Insureds named on the Policy
- Council Members
- Employees
- Volunteers
- Committee Members
- Appointees
- Statutory Officers
- Fire Fighters
- Volunteer Boards, Commissions and Committees (including their Officers, Employees, and Volunteers)

The following lines of coverage are not insured under this section of the policy

- Nuclear Liability
- *Environmental Impairment Liability
- *Errors and Omissions Liability
- *Automobile Liability

Those lines of coverage marked with an asterisk (*) may be insured elsewhere under the package policy or under a separate policy. Please see Summary of Proposed Coverages, Limits, Deductibles, and Premiums to confirm whether these lines of coverage have been included in the quotation.

The following operations and activities are not insured under the policy. These operations and activities may be added to the policy by special endorsement. Please contact our office if coverage is required for any of these operations and activities:

- Aircraft / Airports / Helipads
- Electrical and / or Gas Utilities
- Hospitals
- Rodeos
- Port Authorities
- Agricultural Fairs and Exhibitions
- Demolition Derbies
- Snowmobile Races

Special Extension of Coverage

Voluntary Compensation can be paid to employees or volunteers of the Insured who suffer an accidental bodily injury while working for the Insured, whether or not the Insured is liable for such bodily injury. This coverage will also pay Medical, Surgical, Hospital and Pharmaceutical expenses within a certain time frame following the accident causing injury.

Voluntary Compensation – Summary of Benefits Schedule

Loss of Life	Up to \$50,000
Temporary Total Disability	Up to \$50,000
Permanent Total Disability	Up to \$50,000
Loss or Total Irrecoverable Loss of Use of:	
Arm	Up to \$50,000
Leg	Up to \$50,000
Hand at Wrist	Up to \$40,000
Foot at Ankle	Up to \$37,500
Thumb	Up to \$12,500
Index Finger	Up to \$12,500
Other Finger	Up to \$ 7,500
Big Toe	Up to \$ 7,500
Other Toe	Up to \$ 5,000
One Eye	Up to \$25,000
Two Eyes	Up to \$50,000
Hearing in One Ear	Up to \$12,500
Hearing in Both Ears	Up to \$50,000



LEGAL EXPENSE FOR STATUTE LAW (Including Conflict of Interest and Wrongful Dismissal) INSURANCE**Description**

Reimburses costs of defending Legal Proceedings against any Insured, even if any of the allegations of the action are groundless, false, or fraudulent.

Legal Proceedings refer to:

- Any actual or threatened judicial proceeding brought against the Insured concerning its legal rights, powers, privileges, immunities, duties or liabilities
- Any actual or threatened judicial procedure brought against the elected Municipal Official concerning the Municipal Conflict of Interest Act, when a contravention is committed through inadvertence or by reason of a bona fide error in judgment

Extension of Coverage

- Wrongful Dismissal extension for reimbursement of legal fees to defend wrongful dismissal actions, subject to a separate limit for any one claim
- Extension does not apply to Wrongful Dismissal arising from shutdown, redundancies, merger with another municipality, strike, lockout, labour dispute, or union grievance procedure

Details of Coverage and Conditions

- Claims made policy, which insures claims first made during the current policy term
- Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage
- Includes reimbursement for Inquiry, Inquest and Judicial Review
- Reimbursement as per Provincial guidelines
- Applies to both Guilty and Not Guilty verdicts (Criminal Code cases are covered for Not Guilty verdicts only)

Exclusions

- Where prohibited by law, Legal Proceedings arising out of contravention of the Criminal Code of Canada, the Highway Traffic Act, or the Municipal Act
- Legal Proceedings arising out of employment, or involving labour relations

Named Insured includes

- The Public Sector Entity and any Additional Insureds named on the Policy (Wrongful Dismissal only)
- Council Members
- Employees
- Members of Boards, Commissions and Committees

PUBLIC ENTITY ERRORS AND OMISSIONS LIABILITY INSURANCE

Description

Pays those sums that the Insured becomes legally obligated to pay as compensatory damages because of "Wrongful Acts" (an actual or alleged violation of a federal, provincial or local statutes or an error, omission, misleading statement, neglect or breach of duty).

Details of Coverage and Conditions

- Claims made policy, which insures claims first made during the current policy term
- Prior acts are covered, provided the Insured had no knowledge of the act at the effective date of coverage
- Extended reporting period available in the event of termination or non-renewal of the policy
- No retro-active date

Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Council Members
- Employees
- Committee Members
- Appointees
- Statutory Officers
- Fire Fighters
- Boards, Commissions and Committees (including their Officers and Employees)

PUBLIC ENTITY EMPLOYEE BENEFITS LIABILITY

Description

Pays claims made by any employee or former employee due to any negligent act, error or omission of the Insured arising out of the administration of employee benefits (Group Life insurance, Group Accident and Health insurance, Pension Plans or Employee Stock Subscription Plans).

Details of Coverage and Conditions

- Claims made policy, which insures claims first made during the current policy term
- Prior claims are covered, provided the Insured had no knowledge of the claim at the effective date of coverage
- Extended reporting period available in the event of termination or non-renewal of the policy

Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Council Members
- Employees
- Committee Members
- Appointees
- Statutory Officers
- Fire Fighters
- Boards, Commissions and Committees (including their Officers and Employees)

SPF 6 – STANDARD NON-OWNED AUTOMOBILE INSURANCE

Description

- Standard Non-Owned Automobile Policy Form (S.P.F. 6)
- Insures against bodily injury or property damage claims arising from the use or operation of vehicles not owned by the Insured (vehicles that are leased, rented or hired for a period of 30 days or less)

Special Coverage Extensions

- S.E.F. No. 94 – Insuring legal liability for all perils of physical damage to vehicles that are leased, rented or hired for a period of 30 days or less.
- S.E.F. No. 96 – Contractual Liability for Elected Officials, Board Members, Employees and Volunteers for excess liability protection over and above any primary automobile insurance, when on business of the Insured, subject to a Resolution having been passed by the Insured, thus forming a Contractual Agreement (not restricted to authorized trips and does not exclude traveling to and from work)

OWNED AUTOMOBILE INSURANCE (Includes Leased Vehicles)

Description

As per Ontario Automobile Policy (O.A.P. 1) or Insured's Provincial equivalent

Details of Coverage and Conditions

- Insures all vehicles owned, operated or leased by the Insured, except those vehicles leased or rented for less than 30 days (please see Non-Owned Automobile for coverage details on these vehicles)
- All Compulsory coverages are met or exceeded as per the legal requirements of the Insured's Province
- Physical Damage coverage insures for loss or damage by "All Perils" (unless specifically endorsed otherwise)

Special Coverage Extensions

- Automatic coverage is provided for newly acquired vehicles through the Blanket Fleet Endorsement
- All operators of insured vehicles are automatically covered, even if under age 25
- Liability for trailers, whether or not the property of the Insured
- Construction or maintenance equipment, whether or not attached to the insured vehicle
- Permission to carry explosives
- Permission to rent or lease
- Permission to carry passengers for compensation or hire
- Replacement cost coverage provided on all vehicles unless otherwise endorsed
- Only new parts and materials are used when repairs are made
- Non-owned equipment endorsement
- Freezing of Fire Fighting equipment

FOLLOW FORM EXCESS LIABILITY INSURANCE**Description**

This coverage provides increased limits with respect to certain Liability coverages, as specifically detailed below, so that total liability limits reach **\$50,000,000** each.

Follows Form

- Municipal General Liability
- Tenants Legal Liability
- Marina Liability (if applicable)
- Public Officials (Errors and Omissions) Liability
- Municipal Employee Benefits Liability
- Owned Automobile Liability
- SPF 6 – Standard Non-Owned Automobile

Exclusion

- War and Civil War
- Radioactive Contamination
- Nuclear Energy
- Toxic Mould
- Absolute Pollution (Hostile Fire exception)
- Wrongful Dismissal / Legal Expense for Statute Law

Endorsements

- Service of Suit clause
- Several Liability clause
- Identification of Insurer / Action Against Insurer clause
- Canadian Automobile Insurance Specific Conditions endorsement

ENVIRONMENTAL IMPAIRMENT LIABILITY INSURANCE**Description**

Pays on behalf of the Insured, Loss that the Insured becomes legally obligated to pay as Claims for Bodily Injury, Property Damage or Clean-up Costs resulting from "Pollution Conditions" (discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including, but not limited to, smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, medical waste and waste materials into or upon land, or any structure on land, the atmosphere, or any watercourse or body of water, including ground water, provided such conditions are not naturally present in the environment in the amounts or concentrations discovered).

Details of Coverage and Conditions

- Claims made policy, which insures claims first made during the current policy term
- Unknown prior impairments are covered, provided the Insured had no knowledge of the impairment at the effective date of coverage
- Extended reporting period available in the event of termination or non-renewal of the policy and no retro-active date.

Key Exclusions

- Fines or penalties
- Liability assumed by the Insured under any contract or agreement except any agreement with Her Majesty the Queen as represented by the Minister of the Environment, or any other agreement specifically endorsed onto the policy
- Intentional Non-Compliance
- Abandoned Properties and Acquired Properties (until reported and confirmed)
- Asbestos and Lead
- Underground storage tanks over 10 years of age for which a satisfactory tightness test has not been completed and submitted to the Insurer for approval

Named Insured includes

- The Public Sector Entity and Additional Insureds named on the Policy
- Council Members, Employees, Volunteers
- Committee Members, Appointees
- Statutory Officers, Fire Fighters
- Volunteer Boards, Commissions and Committees (including their Officers, Employees and Volunteers)

CRIME INSURANCE

Description

Insures against Employee Dishonesty, Loss of Money and Securities, and those costs associated with determining the amount of the loss. Includes the dishonest or fraudulent acts of any employees, appointed officials, Council members, or volunteers.

Details of Coverage and Conditions

- Employee Dishonesty coverage limit applies on a per claim basis, regardless of the number of employees committing the dishonest act
- Loss of Money or Securities Inside the Premises
- Loss of Money or Securities Outside the Premises
- Money Orders and Counterfeit Paper Currency
- Depositors Forgery
- Computer Fraud
- Audit Expenses
- Fraudulently Induced Payment Endorsement – “Phishing”

Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Commissions, Committees, and Volunteer Boards

PROPERTY INSURANCE

Description

Insures against direct physical loss of or damage to Property of Every Description. Coverage applies to all property owned by the Insured and property for which the Insured is legally liable or has agreed in advance to insure.

Details of Coverage and Conditions

- Property insured against All Risks of loss or damage, including Flood and Earthquake
- Replacement Cost Basis of Loss Settlement applies, unless endorsed otherwise
- No Coinsurance Clause applies
- New Generation coverage (increase in the Replacement Cost of equipment when necessary to replace with newer equipment, even if it has greater capacity, processing ability or efficiency)
- Inflation Protection included
- Vacant property included
- Automatic coverage for additions, alterations and repairs up to \$1,000,000 in value, to be reported within 90 days for adjustment

The following items are insured, to the Total Sum of Insurance amount listed in SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES, AND PREMIUMS, unless a specific sub-limit has been indicated:

- Computers / Electronic Data Processing Equipment
- Fine Arts
- Water Damage to building, contents and equipment
- Building Damage by Theft
- Debris Removal
- Increased Costs of Repairs – Laws and By-laws
- Consequential Damage – Premises Power Protection
- Removal Costs to prevent loss or damage
- Growing Plants, Trees, Shrubs or Flowers in the Open (\$10,000 limit per item, including Debris Removal)
- Personal Property of Officers and Employees (\$5,000 limit per Officer or Employee)

Property Excluded from Coverage

- Licensed vehicles, watercraft over 8 metres in length, or aircraft
- Bridges, dams, parking meters, power lines, fencing
- Pavement, roads, streetlights, guardrails, road signs, tunnels
- Please see the Policy Wordings for a complete description of Excluded Property.
- Please contact our office if you require a coverage quotation for any excluded items listed above.

Perils Excluded from Coverage

- War
- Nuclear Incident
- Criminal Acts of the Insured's employees or agents
- Wear and tear
- Terrorism
- Fungi and Fungal Derivatives

Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Lessors, Mortgagees, and other third party interests, as requested by the Public Sector Entity, when appropriate

EQUIPMENT BREAKDOWN (BOILER AND MACHINERY) INSURANCE**Description**

Insures property damage covering sudden & accidental breakdown of Pressure Objects and Machinery Objects.

Details of Coverage and Conditions

- **Pressure Objects:** any boiler or other fired vessel or any unfired vessel, or any refrigeration or air conditioning vessel and piping, or any other piping and its accessory equipment, all normally subject to vacuum or internal pressure other than static pressure of contents, and any condensate return tank
- **Machinery Objects:** any machine or apparatus which generates, transmits, or uses mechanical or electrical energy and any fibre optic cable including the optical transmitter and receiver
- **Other Objects** include (but are not limited to): Production Machines, Electronic Equipment used primarily to control or monitor any Object, Underground Cables and Pipes at insured Location
- Insures **all Locations** owned, operated or controlled by the Insured as on file with the Insurer
- **Repair or Replacement** Cost basis of valuation
- **Business Interruption** including: Loss of Gross Profit, Loss of Gross Rents, Contingent Business Interruption / Contingent Extra Expense (Customers and/or Suppliers), Extra Expense, Service Interruption (sub-limits as identified in the Summary of Proposed Coverages, Limits, Deductibles and Premiums)

Loss Control

- Full Surveys and Jurisdictional Inspections (where required) will be completed as necessary
- Loss Control Services will assist with respect to Ammonia Exposure, particularly to help mitigate Ammonia Leaks which can be very dangerous if exposed
- Recommendations for Arenas with Ammonia Systems:
 - ✓ Calibration of Ammonia level sensors
 - ✓ Dismantling and NDE inspection intervals
 - ✓ Past design life on heat exchangers

Named Insured includes

- The Public Sector Entity and all Additional Insureds named on the Policy
- Lessors, Mortgagees, and other third party interests, as requested by the Public Sector Entity, when appropriate

The following items are insured, to the Total Sum of Insurance amount listed in SUMMARY OF PROPOSED COVERAGES, LIMITS, DEDUCTIBLES, AND PREMIUMS, unless a specific sub-limit has been indicated:

- Water Damage
- Ammonia Contamination
- Hazardous Substances
- Expediting Expenses
- Professional Fees
- Errors & Omissions
- Data and Media
- Spoilage of food while in cold storage
- Mould (120 days)
- Brands and Labels
- Liberalization Clause
- By Laws / Demolition and Increases Costs
- Civil Authority (6 weeks)
- Ingress / Egress (6 weeks)
- Automatic Coverage (180 day)
- Failure to Report
- Spares Mitigation
- Anchor Location
- Joint Loss Agreement
- IBC Disputed Loss Agreements
- Green Standards
- Equipment Incompatibility
- Functional Replacement Cost

Exclusions

- Standard Property Insurance Perils
- Date & Time Resultant Damage wording (including “Cyber” wording)
- Terrorism
- Collision, Upset or External Impact to any Portable or Mobile Equipment
- Any felt, belt, mould, die, screen, extrusion plate, swing hammer, grinding and/or cutting blade or disc, rod, ball, bowl liner, wear plate or mantle forming part of a machine

MUNICIPAL OFFICIALS' ACCIDENT INSURANCE

Description

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy may apply on either a "While on Municipal Business, including Travel" basis or a "24-Hour" basis, except Weekly Accident Indemnity, which applies only while traveling on business of the Public Sector Entity.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID
Loss of Life	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$500,000
Permanent Total Disability	\$250,000
Seat Belt Benefit	\$25,000
Hospital Indemnity (for up to 365 days per injury)	\$83.33 per day Maximum \$2,500 per month
Spousal Benefit (Loss of Life only)	\$10,000
Repatriation Benefit	\$15,000
Funeral Expense Benefit	\$ 5,000
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child
Rehabilitation Benefit	\$15,000
Occupational Training	\$15,000
Weekly Accident Indemnity – Total Disability	\$500 per week
Weekly Accident Indemnity – Partial Disability	\$250 per week
**Accident Reimbursement Expense	\$10,000
Accidental Dental Expense	\$ 2,000
Fracture	\$ 2,500
Complete Dislocation	\$ 1,050
Severance of tendon or tendons	\$ 550
Miscellaneous injuries: ruptured kidney, liver or spleen; punctured lung requiring surgery; burns requiring skin grafts; knee requiring surgery; bone operation	\$ 675
Eyeglasses or Contact Lenses	\$ 2,000
Family Transportation	\$15,000
Home Alteration and/or Vehicle Modification Benefit	\$15,000
Work Place Modification and Accommodation Benefit	\$ 5,000
Aggregate Limit per any one accident	\$2,500,000

*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

**Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$25 per treatment, \$250 per accident, \$500 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces; rental of wheelchair or iron lung (up to \$5,000); and chiropractic care (up to \$25 per treatment, \$250 per accident, \$500 per policy term).



Details of Coverage and Conditions

In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

Exclusions

- Suicide or intentionally self-inflicted injury
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary services in the armed forces of any country
- War
- Sickness or disease
- Persons while acting in their duty as an aircraft pilot or crew member
- Experimental drugs not approved by the appropriate governing authority

Named Insured includes all persons eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid. Such persons can include, but are not limited to:

- Active Council Members
- Directors, Trustees and Officials
- Members of Commissions, Boards, or other special units
- Other employees or volunteers of the Insured Public Sector Entity, as declared

MUNICIPAL OFFICIALS' CRITICAL ILLNESS INSURANCE

Description	Pays benefits to Insured Persons under the age of 70 years who suffer a "Critical Illness".
Details of Coverage and Conditions	<p>In the event of a Critical Illness affecting of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity.</p> <p>Critical Illness includes: Heart Attack, Coronary Artery Bypass Surgery, Stroke, Life Threatening Cancer, Parkinson's, Alzheimer's Disease, Multiple Sclerosis, Kidney Failure, Paralysis, Blindness, Deafness, Loss of Speech, Benign Brain Tumour, Coma, Major Burns, Major Organ Transplant, Major Organ Failure Requiring Transplant, Motor Neuron Disease, subject to the policy definitions.</p>
Exclusions	<ul style="list-style-type: none">▪ Diagnosis of Cancer within 90 days of coverage inception, including any symptoms or medical problems commenced and initiated investigations leading to the subsequent diagnosis of cancer▪ Suicide or intentionally self-inflicted injury▪ The use of illicit drugs▪ Pre-existing Conditions unless if diagnosed Twenty-four (24) months after the Insured Persons effective date
Named Insured includes	All Council Members eligible for coverage, which the Public Sector Entity has declared to the insuring company, and for whom premium has been paid.

VOLUNTEER FIRE FIGHTERS' ACCIDENT INSURANCE

Description

Pays benefits to Insured Persons under the age of 80 years who suffer bodily injury as a result of an accident. The policy applies on a "While On Duty" basis ("24-Hour" coverage is available upon request).

Please refer to Summary of Proposed Coverages, Limits, Deductibles, and Premiums for the Principal Sum Amount applicable to this quotation.

DESCRIPTION OF BENEFIT	MAXIMUM AMOUNT PAID	
	\$150,000 Principal Sum	\$250,000 Principal Sum
Loss of Life	\$150,000	\$250,000
Paralysis (Quadriplegia, Paraplegia, Hemiplegia)	\$300,000	\$500,000
Heart and Circulatory Malfunction	\$150,000	\$250,000
Permanent Total Disability	\$150,000	\$250,000
Cosmetic Disfigurement Indemnity	\$150,000	\$250,000
Infectious Disease Benefit	\$150,000	\$250,000
Seat Belt Benefit	\$ 15,000	\$25,000
Hospital Indemnity (for up to 365 days per injury)	\$50.00 per day Maximum \$2,500 per month	\$83.33 per day Maximum \$2,500 per month
Repatriation Benefit	\$10,000	
Funeral Expense Benefit	\$ 5,000	
*Education Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
*Day Care Benefit (up to 4 years per eligible child)	\$5,000 per year per eligible child	
Rehabilitation Benefit	\$10,000	
Occupational Training	\$10,000	
Weekly Accident Indemnity – Total Disability	\$500 per week	
Weekly Accident Indemnity – Partial Disability	\$250 per week	
Home-Maker Weekly Indemnity	\$150 per week	
**Accident Reimbursement Expense	\$10,000	
Accidental Dental Expense	\$ 2,000	
Dentures or Bridgework Benefit	\$ 500	
Fracture	\$ 2,500	
Complete Dislocation	\$ 1,050	
Severance of tendon or tendons	\$ 550	
Miscellaneous injuries: ruptured kidney, spleen or liver; punctured lung requiring surgery; burns requiring skin grafts; knee requiring surgery; bone operation	\$ 675	
Eyeglasses or Contact Lenses	\$ 200	
Family Transportation and Accommodation Benefit	\$10,000	
Home Alteration and/or Vehicle Modification Benefit	\$10,000	
Aggregate Limit per any one accident	\$2,500,000	

*If none of the Insured Person's children are eligible for either the Education or Day Care Benefits, \$2,500 will be paid to the Insured Person's beneficiary.

**Expenses covered under this benefit include, but are not limited to: upgraded hospital accommodation; prescribed Nurse (up to \$5,000); prescription drugs, sera and vaccines; physiotherapy (up to \$5,000 per policy term); ambulance services (up to \$1,000); hearing aids, crutches, splints, casts, trusses, and braces (up to \$750 per policy term); rental of wheelchair or iron lung (up to \$5,000); and chiropractic care.



Details of Coverage and Conditions

- All duties of the Volunteer Fire Department are covered, including meetings, training drills, parades, fundraising events, and equipment testing
- In the event of accidental death of the Insured Person, the benefit is paid to the Estate of the Insured Person, unless an alternate Beneficiary has been previously declared to the Public Sector Entity

Exclusions

- Suicide or intentionally self-inflicted injury
- War
- Participation in a riot, insurrection, civil commotion or disturbance
- Active full-time, part-time or temporary service in the Armed Forces of any country
- Sickness or disease, other than as provided under "Heart and Circulatory Malfunction Benefit" and "Infectious Disease Benefit"
- Persons while acting in their duty as an aircraft pilot or crew member
- Persons not covered under any Federal or Provincial Hospital or Medical Plan
- Experimental drugs not approved by the appropriate governing authority, or experimental medical treatments

Named Insured includes

All active members of the volunteer fire brigade, whether or not they receive remuneration for their services, as well as individuals drafted into emergency service at the scene of a fire by the Fire Chief or Acting Fire Chief of the Insured Public Sector Entity.

FACILITY USERS PROGRAM

This program is not a Public Entity Insurance Program and does not replace or participate with your General Insurance Program. The User Program enhances your General Insurance Program by transferring the risk. It also offers the following advantages to both the User and the Municipality:

- It serves as a promotion/sales tool for the Municipality to attract more Users by having insurance readily available at reasonable rates, thereby increasing revenues for the Municipality.
- It provides the Municipality with direct knowledge of the insurance protection including its terms, conditions, limitations and the financial stability of the insurer without depending upon the User to find suitable insurance.
- The User is relieved of the need and difficulties of finding acceptable insurance and of providing his own Certificate of Insurance.
- It eliminates the expensive minimum premium cost to the User for "one shot" policies.
- It eliminates the need for the Municipality to require a Certificate of Insurance from the Users.
- It is a convenient and functional to both the Municipality and its Users.

An open "Master Policy" is issued to the Tenants and/or Lessees of the Facilities, owned and/or operated by "The Corporation of the Named Municipality" c/o "The Corporation of the Named Municipality".

Coverage applies only when the Facilities are rented to and being used by the Tenants/Users/Lessees for short-term events and are specifically declared to the "Master Policy".

Tenants/Users/Lessees of the Facilities are added as "Named Insureds" to the Master Policy. The Municipality is automatically an "Additional Insured" at no charge.

A certificate of insurance can be issued to the Tenant/User/Lessee if requested

CYBER INSURANCE

General Description

Provides the municipality with first party and third party protection against Security and Privacy Liability, Regulatory Actions, Event Management, Cyber Extortion, and Network Interruption.

Security and Privacy Liability (including Regulatory Action)

Pays loss the Insured incurs as a result of a Security Failure or Privacy Event (failure to protect Confidential Information)

Loss means compensatory damages, judgments, settlements, pre-judgment and post-judgment interest and defence costs, including:

- ✓ Punitive damages (where permissible by law)
- ✓ Civil fines or penalties resulting from a Regulatory Action (where permissible by law)
- ✓ Monetary amounts the Insured is required by law or agreed to by settlement to deposit into a consumer redress fund
- ✓ Amounts payable in connection with a PCI-DSS Assessment (payment card fines or penalties associated with the Insured's non-compliance of PCI Data Security Standards)

Network Interruption

Pays loss the Insured incurs as a result of a Security Failure

Loss means costs incurred for 120 days following the date of first interruption that would not have been incurred if not for the interruption (including net income that would have been earned and continuing normal operating expenses incurred, including payroll)

Event Management

Pays loss the insured incurs as a result of an alleged or actual Security Failure or Privacy Event

Loss means reasonable and necessary expenses and costs within one year of the discovery of the Security Failure or Privacy Event:

- ✓ To conduct investigation as to cause
- ✓ To retain advice from PR Firms, Crisis Management, or Law Firms to mitigate damages, including reputational damage
- ✓ To notify victims of the breach
- ✓ For identity theft education and assistance, including call centre services, credit monitoring, victim reimbursement
- ✓ To restore, recreate or recollect Electronic Data



Cyber Extortion

Pays loss the Insured incurs as a result of a Security Threat or Privacy Threat

Loss means monies paid by the Insured:

- ✓ To terminate the threat (with the Insurer's prior consent), including the obtaining of Bitcoin or other cryptocurrency to be surrendered as payment
- ✓ To conduct an investigation to determine cause of the threat

Coverage Extensions

- \$50,000 Criminal Reward coverage
- Loss Prevention Services endorsement (applies only when Cyber premium exceeds \$5,000 annually)
- Cyberterrorism
- Single deductible applies even if more than one coverage is triggered during a loss

Major Coverage Exclusions

- Infringement of patents or misappropriation of trade secrets
- Pollution liability
- Bodily injury or property damage liability
- War
- Power failure unless caused by a security failure or privacy event
- Property insurance risks (fire, smoke, lightning, hail, flood, earthquake, etc.)
- Purchase or sale of securities or violation of securities law
- Employment practices liability
- Satellite failure

This document was issued by:

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		Municipality Loss Run		Period:		January 1, 2010 to July 1, 2018			
		For: City of Temiskaming Shores		Data as of:		June 6, 2018			
Policy Number	Effective	Loss Date	Description	Reserves (A)	Paid (B)	Total (A+B)	Deductible (C)	Net to Insurer (A+B - C)	Status
Public Sector Liability									
07PS0054	January 1, 2010	June 1, 2010	Subrogation letter from claimants adjuster alleges water damage resulted from broken waterman	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
07PS0054	January 1, 2010	August 12, 2010	Claimant alleges injury resulting from trip and fall on boardwalk	\$313,088.47	\$55,158.93	\$368,247.40	\$25,000.00	\$343,247.40	Closed
07PS0054	January 1, 2010	August 25, 2010	Statement of Claim alleges wrongful dismissal. City counsel handling claim	\$0.00	\$129,372.40	\$129,372.40	\$25,000.00	\$104,372.40	Closed
07PS0054	January 1, 2010	December 14, 2010	Claimant alleges injury due to slip and fall on side in front of store.	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
07PS0054	January 1, 2010	February 20, 2011	Claimant alleges road conditions responsible for cause of accident resulting in injury	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
07PS0054	January 1, 2010	February 25, 2011	Equipment used to break up frozen ground in effort to repair water main may have damaged building	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
07PS0054	January 1, 2010	March 18, 2011	Allegations of slip and fall on icy street resulting in neck injury	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
10PS0054	July 1, 2011	September 6, 2011	Claimant alleges wrongful dismissal and mental anguish	\$0.00	\$17,624.00	\$17,624.00	\$25,000.00	\$0.00	Closed
10PS0054	July 1, 2011	November 25, 2011	Claimant alleges injury due to a slip and fall on icy sidewalk	\$0.00	\$48,179.88	\$48,179.88	\$25,000.00	\$23,179.88	Closed
10PS0054	July 1, 2011	January 7, 2012	Claimant alleges injury from a motor vehicle accident due to the insured's negligence in maintaining safe road conditions.	\$0.00	\$158,366.22	\$158,366.22	\$25,000.00	\$133,366.22	Closed
10PS0054	July 1, 2012	February 5, 2013	Claimant alleges injury resulting from slip and fall on icy sidewalk.	\$0.00	\$1,576.84	\$1,576.84	\$25,000.00	\$0.00	Closed
10PS0054	July 1, 2012	February 8, 2013	Claimant alleges injury resulting from slip and fall on icy sidewalk.	\$0.00	\$1,721.00	\$1,721.00	\$25,000.00	\$0.00	Closed
10PS0054	July 1, 2012	March 4, 2013	Claimant alleges injury resulting from slip and fall on icy sidewalk.	\$0.00	\$2,577.46	\$2,577.46	\$25,000.00	\$0.00	Closed
10PS0054	July 1, 2012	April 13, 2013	Claimant alleges injury resulting from slip and fall on icy sidewalk.	\$0.00	\$81,494.20	\$81,494.20	\$25,000.00	\$56,494.20	Closed
10PS0054	July 1, 2012	May 21, 2013	Claimant alleges he has been bullied and improperly accused	\$0.00	\$13,357.95	\$13,357.95	\$25,000.00	\$0.00	Closed
3630299	July 1, 2013	December 30, 2013	Claimant alleges that poor maintenance of road by City was a factor in an auto accident	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed
3630299	July 1, 2014	August 29, 2014	Class action suite alleges Mayor failed to protect patients against Dr. Pace sexual abuse, failed to execute her duties	\$0.00	\$5,739.57	\$5,739.57	\$25,000.00	\$0.00	Closed
3630299	July 1, 2014	November 9, 2014	Claimant alleges injury resulting from slip and fall. Claimant broke ankle and required surgery. Insurers hope to settle this matter and expect to schedule mediation in fall 2018	\$217,485.04	\$19,900.89	\$237,385.93	\$25,000.00	\$212,385.93	Open

Policy Number	Effective	Loss Date	Description	Reserves (A)	Paid (B)	Total (A+B)	Deductible (C)	Net to Insurer (A+B - C)	Status	Period:	
										Data as of:	January 1, 2010 to July 1, 2018
										Municipality Loss Run For: City of Temiskaming Shores	
3630299	July 1, 2014	November 14, 2014	Claimant alleges injury resulting from slip and fall	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2014	November 21, 2014	Claimant alleges improper building inspection caused roof collapse	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2014	January 11, 2015	Ruptured water main causing claimant basement to suffer water damage	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2014	March 6, 2015	claimant alleges damage was caused by improper road design	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2014	March 11, 2015	Roof collapse due to improper bracing, this is a subrogated claim. Statement of claim issued and served however there has been no communication from plaintiff sense the Statement of claim was served. Insurers believe this matter will be dismissed	\$2,500.00	\$0.00	\$2,500.00	\$25,000.00	\$0.00	Open		
3630299	July 1, 2014	March 26, 2015	Claimant alleges injury resulting from slip and fall	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2014	March 15, 2015	Water main rupture resulted in damage to claimants home	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	July 28, 2015	Pipe Burst resulting in damage	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	September 2, 2015	Sewer back up	\$0.00	\$27,733.06	\$27,733.06	\$25,000.00	\$2,733.06	Closed		
3630299	July 1, 2015	August 27, 2015	Slip and fall	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	January 11, 2016	City employee involved in automobile accident	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	January 10, 2016	Sewer back up	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	August 12, 2015	Sewer back up	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	December 8, 2015	Sewer back up	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2015	February 19, 2016	Claimant alleges injury resulting from slip and fall	\$0.00	\$35,492.87	\$35,492.87	\$25,000.00	\$10,492.87	Closed		
3630299	July 1, 2015	February 22, 2016	Attorney letter received on behalf of claimant who slipped and fell into the bus shelter due to ice ridge. Insurers anticipate they may have a small liability exposure in this matter. Discoveries are expected to be scheduled shortly	\$10,000.00	\$0.00	\$10,000.00	\$25,000.00	\$0.00	Open		
3630299	July 1, 2015	June 29, 2016	Claimant alleges injury resulting from slip and fall	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2016	October 12, 2016	Sewer back up	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2016	December 16, 2016	Burst pipes resulted in water damage	\$0.00	\$22,681.97	\$22,681.97	\$25,000.00	\$0.00	Closed		
3630299	July 1, 2016	December 27, 2016	Claimant alleges injury resulting from slip and fall	\$0.00	\$0.00	\$0.00	\$25,000.00	\$0.00	Open		
3630299	July 1, 2017	November 28, 2017	Claimant alleges slip and fall on ice sidewalk. Insurers have advised that the claimant is no longer represented and they believe this claim has been abandoned. File remains open to monitor	\$1,000.00	\$0.00	\$1,000.00	\$25,000.00	\$0.00	Open		

Policy Number	Effective	Loss Date	Description	Reserves (A)	Paid (B)	Period:		Deductible (C)	Net to Insurer (A+B - C)	Status
						January 1, 2010 to July 1, 2018	Data as of:			
										
Municipality Loss Run										
For: City of Temiskaming Shores										
3630299	July 1, 2017	March 1, 2018	Claimant suing airport for negligent misrepresentation of landing fees and property damage	\$0.00	\$3,395.65	\$3,395.65	\$25,000.00	\$0.00		Closed
3630299	July 1, 2017	February 23, 2018	Claimant slipped and fell on ice denial letter recently sent by insurers. File remains open to monitor	\$1,000.00	\$0.00	\$1,000.00	\$25,000.00	\$0.00		Open
				\$545,073.51	\$624,372.89	\$1,169,446.40		\$886,271.96		
Public Sector Automobile										
3630559	January 1, 2010	March 3, 2010	Insured vehicle damaged by fire	\$0.00	\$102,965.14	\$102,965.14		\$102,965.14		Closed
3630559	July 1, 2013	September 26, 2013	Third party backed into insured vehicle	\$0.00	\$4,218.63	\$4,218.63		\$4,218.63		Closed
3630559	July 1, 2014	February 23, 2015	Theft of maintenance vehicle - later recovered but tools were stolen (see related Property claim)	\$0.00	\$0.00	\$0.00		\$0.00		Closed
3630559	July 1, 2016	November 1, 2016	Other vehicle rear ended insured vehicle - insured not at fault	\$0.00	\$10,049.22	\$10,049.22		\$10,049.22		Closed
3630559	July 1, 2016	January 11, 2017	Insured vehicle struck claimant vehicle	\$0.00	\$5,645.69	\$5,645.69		\$5,645.69		Closed
3630559	July 1, 2016	July 2, 2017	Insured vehicle struck a metal bench on baseball field	\$0.00	\$2,330.39	\$2,330.39		\$2,330.39		Closed
3630559	July 1, 2016	November 23, 2017	Other vehicle struck insured parked vehicle	\$0.00	\$4,601.93	\$4,601.93		\$4,601.93		Closed
				\$0.00	\$129,811.00	\$129,811.00		\$129,811.00		
Property & Crime										
3630299	July 1, 2011	March 14, 2012	Electrical surge damaged two submersible pumps	\$0.00	\$70,939.32	\$70,939.32		\$70,939.32		Closed
3630299	July 1, 2011	March 26, 2012	Pump Failure	\$0.00	\$0.00	\$0.00		\$0.00		Closed
3630299	July 1, 2013	January 6, 2014	Pipe burst in library	\$0.00	\$12,345.24	\$12,345.24		\$12,345.24		Closed
3630299	July 1, 2014	February 23, 2015	Burglary - theft of tools	\$0.00	\$7,477.85	\$7,477.85		\$7,477.85		Closed
3630559	July 1, 2015	December 24, 2015	Community building damages in windstorm	\$0.00	\$33,827.93	\$33,827.93		\$33,827.93		Closed
3630299	July 1, 2016	December 16, 2016	burst pipes resulted in water damage	\$0.00	\$22,681.97	\$22,681.97		\$22,681.97		Closed
3630559	July 1, 2016	December 26, 2016	burst pipes resulted in water damage	\$0.00	\$22,681.97	\$22,681.97		\$22,681.97		Closed
				\$0.00	\$169,954.28	\$169,954.28		\$169,954.28		
Environmental Impairment Liability										
EIL334151	No Claims									
Excess Liability										
06CS0057	No Claims									
Municipal Officials' Accident										
1F195	No Claims									
Volunteer Firefighters' Accident										
1F200	No Claims									

Subject: Land Sale – Portion of Birch Street

Report No.: CS-029-2018
Agenda Date: July 10, 2018

Attachments

Appendix 01: Aerial Map

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-029-2017; and
2. That Council authorizes staff to commence the process for disposal of municipal lands (portion of Birch Street) in accordance with By-law No. 2015-160 being a by-law to adopt Procedural Policy for the Disposal of Real Property.

Background

In the fall of 2017 Mr. Roy Smith owner of 26 Cobalt Avenue applied to purchase municipal land (portion of Birch Street) adjacent to his residence on Cobalt Avenue for lot addition purposes and construction of an accessory garage. **Appendix 01 – Aerial Map** illustrates the location of 26 Cobalt Avenue and that portion of Birch Street to which Mr. Roy is seeking to acquire. During the initial consultation with Mr. Roy it was indicated that a number of processes would have to be completed including, but not limited to the following:

- Preparation of a Reference Plan (creation of a part in order to be sold);
- By-law of Council to Stop and Close a portion of Birch Street;
- Determination of value of subject property;
- By-law for Purchase and Sale of subject property;
- Deeming By-law to merge subject property with 26 Cobalt Avenue.

The application was circulated to internal departments with the following comments being provided:

Planning: 26 Cobalt Avenue and the property adjacent (road allowance) to the east are designated Residential Neighbourhood in Official Plan and zoned Rural in Zoning By-law No. 85-27 (Town of Haileybury). 26 Cobalt Ave. is considered legal non-conforming and the construction of an accessory garage would be permitted. Planning Dept. has no concerns with sale of a portion of the road allowance.

Public Works: Water service for 26 Cobalt Avenue and the residence to the east may come in on that portion of Birch or at least cross over it.

Analysis:

Public Works staff have recently traced the water services for the two residential dwellings along Cobalt Avenue and have determined that there are no municipal services within the area being requested by Mr. Roy.

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

Financial / Staffing Implications

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

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

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

Staffing implications are limited normal staff responsibilities.

Alternatives

The City could opt not to sell the subject property.

Submission

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
_____ David B. Treen Municipal Clerk	_____ Shelly Zubyck Director of Corporate Services	_____ Christopher W. Oslund City Manager



Subject: Delegation of Authority during
“Lame-Duck” Period

Report No.: CS-030-2018
Agenda Date: July 10, 2018

Attachments

Appendix 01: Draft Delegation By-law

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-030-2018;
2. That Council directs staff to prepare the necessary by-law delegating the following authority to the City Manager from July 27, 2018 to December 1, 2018 if required:
 - (a) Financial signing authority for expenditures outside the current budget exceeding \$50,000;
 - (b) Disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal;
 - (c) Authority to hire or remove any officer from/to employment with the City of Temiskaming Shores;
 - (d) Authority to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget; and
3. That Council directs the City Manager to submit an information report to Council if the delegation of authority has been exercised.

Background

On April 4, 2016 the Minister of Municipal Affairs and Housing introduced Bill 181, the Municipal Elections Modernization Act, 2016 (MEMA). The MEMA received Royal Assent on June 9, 2016. Bill 181 and the changes to the MEMA contains the most significant updates to the Municipal Elections Act, 1996 and the conduct of Municipal Elections in Ontario within the last 20 years.

A specific change to the Municipal Elections Act through Bill 181 alters the Nomination Period for candidates for the 2018 Municipal Election. Nomination Day is now in July as opposed to being in September, making the time period between nomination day and Election Day longer. This amendment means that Council could be in a “Lame Duck” position longer than in previous elections.

Another amending piece of provincial legislation, being Bill 68 (Modernizing Ontario Municipal Legislation Act), implements a change to Council's term of office. This amendment sets November 15th as the start date for a new term of Council. This amendment was implemented to shorten the potential "Lame Duck" period between when the existing Council is still sitting and the new Council takes office.

However, for the 2018 Municipal Election, the amendment includes a transitional rule under Section 1.1 of the Act which **keeps the start date for the 2018 Council term as December 1, 2018**. The next Municipal Election in 2022 will see the new Council term commence on November 15th, thus shortening the "Lame Duck" period.

In summary, the 2018 Municipal Election could have a longer "Lame Duck" period than in the past, which is why it is important to prepare a by-law delegating certain powers to the City Manager pursuant to Section 275 of the Municipal Act, 2001.

Analysis

What are the Restricted Acts (Section 275) of the Municipal Act?

1. The appointment or removal from office of any officer of the municipality;
2. The hiring or dismissal of any employee of the municipality;
3. The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
4. Making any expenditures or incurring any other liability which exceeds \$50,000.

Note: Section 275 (4) allows that items 3 & 4 above do not apply if the disposition or liability was included in the most recent budget adopted by Council. In addition, nothing prevents a municipality from taking action in the event of an emergency.

What are the "Lame Duck" Periods?

There are two potential "Lame Duck" periods as follows:

1. Between July 27, 2018 to October 22, 2018 (Nomination Day to Election Day).
2. Between October 23, 2018 and December 1, 2018 (The day after the Election to the end of the term of Council).

When is a Council in a "Lame Duck" situation?

A municipal council can be in a "Lame Duck" situation if it is determined that there is the potential or certainty that less than three-quarters (75%) of the existing Council members will not be returning to office as determined on:

1. Nomination day – July 27, 2018

2. Voting Day – October 22, 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

In order to ensure transparency and accountability in the event the delegation of authority is utilized by the City Manager in the event of a “Lame Duck” period, staff is recommending that a report be submitted to Council as soon as reasonably possible.

Alternatives

No alternatives were considered in the preparation of this report.

Submission

Prepared by:

“Original signed by”

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2018-114

Being a by-law to Delegate Authority to the City Manager for Certain Acts During a “Lame Duck” Period

Whereas Section 275 of the Municipal Act S.O. 2001, c.25, as amended, restricts acts that a Council can take after Nomination Day (July 27, 2018) and after Voting Day (October 22, 2018) if the Council is in a lame duck position;

And whereas Section 275 (3) of the Municipal Act S.O. 2001, c.25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000;

And whereas Section 275 (6) of the Municipal Act S.O. 2001 c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

And whereas Council deems it expedient to delegate authority to the City Manager to take action, where necessary, on certain acts during the “Lame Duck” period.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of The Corporation of the City of Temiskaming Shores hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
 - a) The City Manager be delegated authority as the financial signing authority for expenditures, outside the current budget, exceeding \$50,000;
 - b) That the City Manager be delegated the authority to execute the agreement of Purchase and Sale, pertaining to the disposition of any real or personal property of the Municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
 - c) The City Manager be delegated the authority to hire or remove any officer from/to employment with the Municipality of the City of Temiskaming Shores.
 - d) The City Manager be authorized to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget
2. The City Manager will report to Council on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and the commencement of the Council Term.

3. This By-law shall come into force and effect upon final passage in accordance with the provisions in Section 275 (3) of the Municipal Act.
4. This By-law may be cited as the “Lame Duck Delegation of Authority By-law”

Read a first, second and third time and finally passed this 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2018-107

A BY-LAW TO AUTHORIZE CERTAIN NEW CAPITAL WORKS OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (THE “MUNICIPALITY”); TO AUTHORIZE THE SUBMISSION OF AN APPLICATION TO ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”) FOR FINANCING SUCH CAPITAL WORKS; TO AUTHORIZE TEMPORARY BORROWING FROM OILC TO MEET EXPENDITURES IN CONNECTION WITH SUCH WORKS; AND TO AUTHORIZE LONG TERM BORROWING FOR SUCH WORKS THROUGH THE ISSUE OF DEBENTURES TO OILC

WHEREAS the *Municipal Act, 2001* (Ontario), as amended, (the “**Act**”) provides that a municipal power shall be exercised by by-law unless the municipality is specifically authorized to do otherwise;

AND WHEREAS it is now deemed to be expedient to authorize for the purposes of the Municipality the new capital work(s) described in column (2) of Schedule “A” (individually a “**Capital Work**”, collectively the “**Capital Works**”, as the case may be) attached hereto and forming part of this By-law (“**Schedule “A”**”) in the amount of the respective estimated expenditure set out in column (3) of Schedule “A”, subject in each case to approval by OILC of the financing for such Capital Work(s) that will be requested by the Municipality in the Application as hereinafter defined;

AND WHEREAS in accordance with section 4 of Ontario Regulation 403/02 (the “**Regulation**”), the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing (as so updated, the “**Updated Limit**”), and, on the basis of the authorized estimated expenditure for the Capital Work or each Capital Work, as the case may be, as set out in column (3) of Schedule “A” (the “**Authorized Expenditure**” for any such Capital Work), the Treasurer calculated the estimated annual amount payable in respect of the Capital Work or each Capital Work, as the case may be, (collectively the “**Estimated Annual Amount Payable**”) and determined that the Estimated Annual Amount Payable does not cause the Municipality to exceed the Updated Limit, and accordingly the approval of the Ontario Municipal Board pursuant to the Regulation, is not required before any such Capital Work is authorized by the Council of the Municipality;

AND WHEREAS subsection 405(1) of the Act provides, amongst other things, that a municipality may authorize temporary borrowing to meet expenditures made in connection with a work to be financed in whole or in part by the issue of debentures if, the municipality is an upper-tier municipality, a lower-tier municipality in a county or a single-tier municipality and it has approved the issue of debentures for the work;

AND WHEREAS subsection 401(1) of the Act provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may

issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS the Act also provides that a municipality shall authorize long term borrowing by the issue of debentures or through another municipality under section 403 or 404 of the Act;

AND WHEREAS OILC has invited Ontario municipalities desirous of obtaining temporary and long-term debt financing in order to meet capital expenditures incurred on or after January 1, 2004 in connection with eligible capital works to make application to OILC for such financing by completing and submitting an application on the form provided by OILC;

AND WHEREAS the Municipality has completed and submitted an application to OILC (the "**Application**") to request financing for the Capital Work(s) by way of long term borrowing through the issue of debentures to OILC and by way of temporary borrowing from OILC pending the issue of such debentures;

AND WHEREAS OILC has accepted and has approved the Application;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES ENACTS AS FOLLOWS:

1. The Council of the Municipality hereby confirms, ratifies and approves the execution by the Treasurer of the Application and the submission by such authorized official of the Application, duly executed by such authorized official, to OILC for the financing of the Capital Work(s) in the maximum aggregate principal amount of \$820,275 substantially in the form of Schedule "B" hereto and forming part of this By-law, with such changes thereon as such authorized official may hereafter approve, such execution and delivery to be conclusive evidence of such approval.
2.
 - (a) The undertaking of the Capital Work or of each Capital Work, as the case may be, in the amount of the respective estimated Authorized Expenditure set out in column (3) of Schedule "A" is hereby approved and authorized;
 - (b) any one or more of the Mayor and the Treasurer are hereby authorized to conclude contracts on behalf of the Municipality for the undertaking of the Capital Work or of each Capital Work, as the case may be, in accordance with the Municipality's usual protocol;
 - (c) where applicable, the Engineer of the Municipality will forthwith make such plans, profiles and specifications and furnish such information as in the opinion of the Engineer are necessary for the undertaking of the Capital Work or of each Capital Work, as the case may be; and
 - (d) where applicable, the undertaking of the Capital Work or of each Capital Work, as the case may be, shall be carried on and executed under the superintendence and according to the direction and orders of such Engineer.

3. The Mayor and the Treasurer are hereby authorized to negotiate and enter into, execute and deliver for and on behalf of the Municipality a financing agreement (a “**Financing Agreement**”) with OILC that provides for temporary and long term borrowing from OILC in respect of the Capital Work(s) on such terms and conditions as such authorized officials may approve, such execution and delivery to be conclusive evidence of such approval.
4. The Mayor and/or the Treasurer are hereby authorized, pending the substantial completion the Capital Work or each Capital Work, as the case may be, or as otherwise agreed with OILC, to make temporary borrowings pursuant to section 405 of the Act in respect of the Capital Work or of each Capital Work, as the case may be, on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree, and to sign such evidence of indebtedness as OILC may require (the “**Note**”) and to deliver the Note to OILC, such execution and delivery to be conclusive evidence of such agreement; and the Treasurer is authorized to sign such certifications as OILC may require in connection with such borrowings in respect of the Capital Work(s); provided that the amount of borrowings allocated to the Capital Work or to each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
5. Subject to the terms and conditions of the Financing Agreement and such other terms and conditions as OILC may otherwise require, the Mayor and the Treasurer are hereby authorized to long term borrow for the Capital Work(s) and to issue debentures to OILC on the terms and conditions provided in the Financing Agreement and on such other terms and conditions as such authorized officials may agree (the “**Debentures**”); provided that the principal amount of the Debentures issued in respect of the Capital Work or of each Capital Work, as the case may be, does not exceed the Authorized Expenditure for such Capital Work and does not exceed the related loan amount set out in column (4) of Schedule “A” in respect of such Capital Work.
6. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Note and/or the Debentures, as the case may be (the “Obligations”), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.

7. For the purposes of meeting the Obligations, the Municipality shall provide for raising in each year as part of the general levy, the amounts of principal and interest payable in each year under the Note and/or any outstanding Debenture, to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.
8.
 - (a) The Mayor and/or the Treasurer are hereby authorized to execute and deliver the Note, the Mayor and the Treasurer are hereby authorized to enter into, execute and deliver the Financing Agreement, and to issue the Debentures, one or more of the Clerk and the Treasurer are hereby authorized to generally do all things and to execute all other documents and papers in the name of the Municipality in order to perform the Obligations of the Municipality under the Financing Agreement and to execute and deliver the Note and to issue the Debentures, and the Treasurer is authorized to affix the Municipality's municipal seal to any such documents and papers.
 - (b) The money realized in respect of the Note and the Debentures, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to the execution and delivery of the Note and to the issue of the Debentures, if any, shall be apportioned and applied to the respective Capital Work and to no other purpose except as permitted by the Act.
9. This By-law takes effect on the day of passing.

ENACTED AND PASSED this 10th day of July, A.D. 2018.

Carman Kidd
Mayor

David B. Treen
Municipal Clerk

Schedule "A"
to By-Law Number 2018-107
(New Capital Work(s))

(1)	(2)	(3)	(4)
<u>Capital Work Number</u>	<u>Description of Capital Work</u>	<u>Estimated Expenditure</u>	<u>Loan Amount</u>
1	Pool Fitness Centre Upgrades	\$1,000,000	\$560,199
2	SCBA Replacement Program	\$265,561	\$260,076

Schedule “B”

Please insert the OILC Application into Schedule “B”.

Webloans Loan Application PDF

FA Number

Application for

Projects

ID	SIT Project ID	Project Name	Construction/Purchase Start	Construction/Purchase End	Project Cost	OILC Loan Amount
619	1	Pool Fitness Centre Upgrades	08/13/2018	09/10/2018	\$1,000,000.00	560,199.00
620	2	SCBA Replacement	06/01/2018	06/30/2018	\$265,561.00	260,076.00

Details of Project Pool Fitness Centre Upgrades

Project Category

Work Type

Project Name

Construction/Purchase Start

Construction/Purchase End

Energy Conservation

Project Address 1

Project Address 2

City / Town

Province

Postal Code

Description

Comments and/or Special Requests

Project Life Span (Years)

Project Financial Information

Project Cost (A)

Other Project Funding / Financing (B):

Description	Timing	Amount
City of Temiskaming Shores	Existing	\$439,801.00
Other Project Funding/Financing Total (B)		\$439,801.00

OILC Loan Amount (A-B)

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
10/01/2018	\$0.00	5	Serial
Long-term Borrowing Total	\$0.00		

Details of Project SCBA Replacement

Project Category	Municipal Other Infrastructure
Work Type	Fire
Project Name	SCBA Replacement
Construction/Purchase Start	06/01/2018
Construction/Purchase End	06/30/2018
Energy Conservation	<input type="checkbox"/>
Project Address 1	325 Farr Drive
Project Address 2	
City / Town	Haileybury
Province	Ontario
Postal Code	P0J 1K0
Description	Replacement of the Self Contained Breathing Apparatus for the 3 volunteer fire stations.
Comments and/or Special Requests	
Project Life Span (Years)	15

Project Financial Information

Project Cost (A) \$265,561.00

Other Project Funding / Financing (B):

Description	Timing	Amount
City of Temiskaming Shores	Existing	\$5,485.00

Other Project Funding/Financing Total (B) \$5,485.00

OILC Loan Amount (A-B) \$260,076.00

Only include long-term borrowing in this section. If you anticipate that you will require short-term financing during the construction phase of the project, the information will be gathered as part of the Financing Agreement.

Required Date	Amount	Term	Type
10/01/2018	\$260,076.00	5	Serial
Long-term Borrowing Total	\$260,076.00		

Debt and Re-payments Summary

Has there been any new/undisclosed debt acquired since last FIR was submitted?

Yes No

Please describe any re-financing plans for any existing "interest only" debt, if applicable.

Non Re-payments of Loans or Debenture

In the last 10 years, has the borrower ever failed to make a loan payment or debenture repayment on time to any lender, including the Provincial Government?

If yes, please provide details.

OILC Loan Repayment Information

Please indicate the source(s) of revenue you plan to use to repay the OILC Loan

Taxation	<input type="text" value="100.00"/>
User Fees	<input type="text" value="0.00"/>
Service Charges	<input type="text" value="0.00"/>
Development Charges	<input type="text" value="0.00"/>
Connection Fees	<input type="text" value="0.00"/>
Repayment Subsidies	<input type="text" value="0.00"/>
Other	<input type="text"/>
Total	<input type="text" value="100.00%"/>

Documentation and Acknowledgements

Please ensure all required documents are submitted with the signed application. OILC requires originals as noted below to be mailed or couriered. Also, please retain a copy of all documents submitted to OILC for your records.

To obtain templates for documents see listed below.

- Loan Application Signature Page signed and dated by the appropriate individual (original to be submitted)
- Certificate and sealed copy of OILC template By-Law authorizing project borrowing and applying for a loan (original with seal)
- Certificate of Treasurer Regarding Litigation using the OILC template (original, signed & sealed)
- Updated Certified Annual Repayment Limit Calculation (original)

I acknowledge and agree that all of the above referenced documents must be submitted in the form required by OILC and understand that the application will not be processed until such documents have been fully completed and received by Infrastructure Ontario.

Please note: OILC retains the right to request and review any additional information or documents at its discretion.

Confidential Information

OILC is an institution to which the Freedom of Information and Protection of Privacy Act (Ontario) applies. Information and supporting documents submitted by the Borrower to process the loan application will be kept secure and confidential, subject to any applicable laws or rules of a court or tribunal having jurisdiction.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

BY-LAW NUMBER 2018-108

A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$583,270.13 TOWARDS THE COST OF 2018 FLEET REPLACEMENT

AND WHEREAS subsection 401 (1) of the *Municipal Act, 2001*, as amended (the "Act") provides that a municipality may incur a debt for municipal purposes, whether by borrowing money or in any other way, and may issue debentures and prescribed financial instruments and enter prescribed financial agreements for or in relation to the debt;

AND WHEREAS subsection 408 (2.1) of the Act provides that a municipality may issue a debenture or other financial instrument for long-term borrowing only to provide financing for a capital work;

AND WHEREAS the Council of The Corporation of The City of Temiskaming Shores (the "Municipality") has passed the By-law or By-laws, as applicable, enumerated in column (1) of Schedule "A" attached hereto and forming part of this By-law authorizing the capital work described in column (2) of Schedule "A" (individually a "Capital Work" and collectively the "Capital Works" as the case may be) and authorizing the entering into of a Financing Agreement dated effective as of March 27, 2018 for the provision of temporary and long term borrowing from Ontario Infrastructure and Lands Corporation ("OILC") in respect of the Capital Work(s) (the "Financing Agreement") and the Municipality desires to issue debentures for the Capital Work(s) in the respective amounts, as applicable, specified in column (5) of Schedule "A";

AND WHEREAS before authorizing the Capital Work(s) and before authorizing any additional cost amount and any additional debenture authority in respect thereof the Council of the Municipality had its Treasurer calculate an updated limit in respect of its most recent annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable regulation and, prior to the Council of the Municipality authorizing the Capital Work(s) each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to exceed the updated limit and that the approval of the Capital Work(s) , each such additional cost amount and each such additional debenture authority, by the Ontario Municipal Board pursuant to such regulation was not required;

AND WHEREAS the Municipality has submitted an application to OILC for long term borrowing through the issue of debentures to OILC in respect of the Capital Work(s) (the "Application") and the Application has been approved;

AND WHEREAS to provide long term financing for the Capital Work(s) and to repay certain temporary advances in respect of the Capital Work(s) made by OILC pursuant to the Financing Agreement, it is now deemed to be expedient to borrow money by the issue of serial debentures in the principal amount of \$583,270.13 dated August 01, 2018 and maturing on August 01, 2028, and payable in semi-annual instalments of combined principal and interest on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive on the terms hereinafter set forth;

NOW THEREFORE THE COUNCIL OF The Corporation of The City of Temiskaming Shores ENACTS AS FOLLOWS:

1. For the Capital Work(s), the borrowing upon the credit of the Municipality at large of the principal amount of \$583,270.13 and the issue of serial debentures therefor to be repaid in semi-annual instalments of combined principal and interest as hereinafter set forth, are hereby authorized.
2. The Mayor and the Treasurer of the Municipality are hereby authorized to cause any number of serial debentures to be issued for such amounts of money as may be required for the Capital Work(s) in definitive form, not exceeding in total the said principal amount of \$583,270.13 (the "Debentures"). The Debentures shall bear the Municipality's municipal seal and the signatures of Mayor and the Treasurer of the Municipality, all in accordance with the provisions of the Act. The municipal seal of the Municipality and the signatures referred to in this section may be printed, lithographed, engraved or otherwise mechanically reproduced. The Debentures are sufficiently signed if they bear the required signatures and each person signing has the authority to do so on the date he or she signs.
3. The Debentures shall be in fully registered form as one or more certificates in the aggregate principal amount of \$583,270.13, in the name of OILC, or as OILC may otherwise direct, substantially in the form attached as Schedule "B" hereto and forming part of this By-law with provision for payment of principal and interest (other than in respect of the final payment of principal and outstanding interest on maturity upon presentation and surrender) by pre-authorized debit in respect of such principal and interest to the credit of such registered holder on such terms as to which the registered holder and the Municipality may agree.
4. In accordance with the provisions of section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011*, as amended from time to time hereafter, as security for the payment by the Municipality of the indebtedness of the Municipality to OILC under the Debentures (the "Obligations"), the Municipality is hereby authorized to agree in writing with OILC that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding the amounts that the Municipality fails to pay OILC on account of the Obligations and to pay such amounts to OILC from the Consolidated Revenue Fund.
5. The Debentures shall all be dated August 01, 2018, and as to both principal and interest shall be expressed and be payable in lawful money of Canada. The

Debentures shall bear interest at the rate of 3.03% per annum and mature during a period of 10 year(s) from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by August 01, 2028 and be payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive, as set forth in Schedule "C" attached hereto and forming part of this By-law ("Schedule "C").

6. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**") and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day.
7. Interest shall be payable to the date of maturity of the Debentures and on default shall be payable on any overdue amounts both before and after default and judgment at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debentures for such amounts plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amounts become overdue for so long as such amounts remain overdue and the Municipality shall pay to the registered holders any and all costs incurred by the registered holders as a result of the overdue payment. Any amounts payable by the Municipality as interest on overdue principal or interest and all costs incurred by the registered holders as a result of the overdue payment in respect of the Debentures shall be paid out of current revenue. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.

"Prime Rate" means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the "**Reference Banks**") as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the "Prime Rate" shall be the arithmetic mean of the rates quoted by those Reference Banks.

8. In each year in which a payment of semi-annual instalments of combined equal principal and diminishing interest amounts becomes due in respect of the Capital Work(s), there shall be raised as part of the Municipality's general levy the amounts of principal and interest payable by the Municipality in each year as set out in Schedule "C" to the extent that the amounts have not been provided for by any other available source including other taxes or fees or charges imposed on persons or property by a by-law of any municipality.

9. The Debentures may contain any provision for their registration thereof authorized by any statute relating to municipal debentures in force at the time of the issue thereof.
10. The Municipality shall maintain a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the cancellations, exchanges, substitutions and transfers of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.
11. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of the Debentures as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.
12. The Debentures will be transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, the Mayor and the Treasurer shall issue and deliver a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
13. The Mayor and the Treasurer shall issue and deliver new Debentures in exchange or substitution for Debentures outstanding on the registry with the same maturity and of like form which have become mutilated, defaced, lost, subject to a mysterious or unexplainable disappearance, stolen or destroyed, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case when a Debenture is mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its

- discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.
14. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of this By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
 15. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
 16. Reasonable fees in respect of the Debentures for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed and for the replacement of any of the principal and interest cheques (if any) that are mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed may be imposed by the Municipality. When new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
 17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder.
 18. The Mayor and the Treasurer are hereby authorized to cause the Debentures to be issued, one or more of the Clerk and Treasurer are hereby authorized to generally do all things and to execute all other documents and other papers in the name of the Municipality in order to carry out the issue of the Debentures and the Treasurer is authorized to affix the Municipality's municipal seal to any of such documents and papers.
 19. The money received by the Municipality from the sale of the Debentures to OILC, including any premium, and any earnings derived from the investment of that money, after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s) and to no other purpose except as permitted by the Act.

20. Subject to the Municipality's investment policies and goals, the applicable legislation and the terms and conditions of the Debentures, the Municipality may, if not in default under the Debentures, at any time purchase any of the Debentures in the open market or by tender or by private contract at any price and on such terms and conditions (including, without limitation, the manner by which any tender offer may be communicated or accepted and the persons to whom it may be addressed) as the Municipality may in its discretion determine.
21. This By-law takes effect on the day of passing.

By-law read a first and second time this 10th day of July, 2018

By-law read a third time and finally passed this 10th day of July, 2018

Carmen Kidd
Mayor

David B. Treen
Clerk

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "A" to By-law Number 2018-108

(1)	(2)	(3)	(4)	(5)	(6)
By-law	Project Description	Approved Amount to be Financed Through the Issue of Debentures	Amount of Debentures Previously Issued	Amount of Debentures to be Issued	Term of Years of Debentures
2018-036	2018 Fleet Replacement	\$598,000.00	\$0.00	\$583,270.13	10 year(s)

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule “B” to By-law Number 2018-108

No. 2018-108

\$583,270.13

C A N A D A
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 3.03% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the “Municipality”), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION (“OILC”)

or registered assigns, subject to the Conditions attached hereto which form part hereof (the “Conditions”), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (August 01, 2028), the principal amount of

FIVE HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS
THIRTEEN CENTS

----- (\$583,270.13) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the “Amortization Schedule”) and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (August 01, 2018), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.03% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the “OILC Act, 2011”) hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative

Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of August, 2018.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2018-108 of the Municipality duly passed on the 10th day of July, 2018 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: August 01, 2018

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.
Ontario Infrastructure and Lands Corporation
by: _____ by: _____
Authorized Signing Officer Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$583,270.13 dated August 01, 2018 and maturing on August 01, 2028 payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

August 01, 2018

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2019 and ending on August 01, 2028, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the

event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by those Reference Banks.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

Schedule "C" to By-law Number 2018-108

Loan.....: 1976
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 583,270.13
 Rate.....: 03.0300
 Term.....: 120
 Matures..: 08/01/2028

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2019	38,072.68	29,163.51	8,909.17	554,106.62
2	08/01/2019	37,489.23	29,163.51	8,325.72	524,943.11
3	02/01/2020	37,181.76	29,163.51	8,018.25	495,779.60
4	08/01/2020	36,653.99	29,163.51	7,490.48	466,616.09
5	02/01/2021	36,290.85	29,163.51	7,127.34	437,452.58
6	08/01/2021	35,736.44	29,163.51	6,572.93	408,289.07
7	02/01/2022	35,399.93	29,163.51	6,236.42	379,125.56
8	08/01/2022	34,860.05	29,163.51	5,696.54	349,962.05
9	02/01/2023	34,509.01	29,163.51	5,345.50	320,798.54
10	08/01/2023	33,983.66	29,163.51	4,820.15	291,635.03
11	02/01/2024	33,618.10	29,163.51	4,454.59	262,471.52
12	08/01/2024	33,129.06	29,163.51	3,965.55	233,308.01
13	02/01/2025	32,727.18	29,163.51	3,563.67	204,144.50
14	08/01/2025	32,230.88	29,163.51	3,067.37	174,980.99
15	02/01/2026	31,836.26	29,163.51	2,672.75	145,817.48
16	08/01/2026	31,354.49	29,163.51	2,190.98	116,653.97
17	02/01/2027	30,945.34	29,163.51	1,781.83	87,490.46
18	08/01/2027	30,478.10	29,163.51	1,314.59	58,326.95
19	02/01/2028	30,054.43	29,163.51	890.92	29,163.44
20	08/01/2028	29,604.06	29,163.44	440.62	0.00
		676,155.50	583,270.13	92,885.37	

C A N A D A
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 3.03% SERIAL DEBENTURE

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES (the "Municipality"), for value received, hereby promises to pay to

ONTARIO INFRASTRUCTURE AND LANDS CORPORATION ("OILC")

or registered assigns, subject to the Conditions attached hereto which form part hereof (the "Conditions"), upon presentation and surrender of this debenture (or as otherwise agreed to by the Municipality and OILC) by the maturity date of this debenture (August 01, 2028), the principal amount of

FIVE HUNDRED EIGHTY THREE THOUSAND TWO HUNDRED SEVENTY DOLLARS
THIRTEEN CENTS

----- (\$583,270.13) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive, in the amounts set forth in the attached Serial Debenture Schedule (the "Amortization Schedule") and subject to late payment interest charges pursuant to the Conditions, in lawful money of Canada. Subject to the Conditions, interest shall be paid until the maturity date of this debenture, in like money in semi-annual payments from the closing date (August 01, 2018), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 3.03% per annum, in arrears, on the specified dates, as set forth in the Amortization Schedule; and interest shall be paid on default at the applicable rate set out in the Amortization Schedule both before and after default and judgment. The payments of principal and interest and the outstanding amount of principal in each year are shown in the Amortization Schedule.

The Municipality, pursuant to section 25 of the *Ontario Infrastructure and Lands Corporation Act, 2011* (the "OILC Act, 2011") hereby irrevocably agrees that the Minister of Finance is entitled, without notice to the Municipality, to deduct from money appropriated by the Legislative Assembly of Ontario for payment to the Municipality, amounts not exceeding any amounts that the Municipality fails to pay OILC on account of indebtedness evidenced by this debenture, and to pay such amounts to OILC from the Consolidated Revenue Fund.

This debenture is subject to the Conditions.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of August, 2018.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2018-108 of the Municipality duly passed on the 10th day of July, 2018 (the "By-law"), this debenture is sealed with the municipal seal of the Municipality and signed by the Mayor and by the Treasurer thereof.

Date of Registration: August 01, 2018

(Seal)_____

Carmen Kidd, Mayor

Laura Lee MacLeod, Treasurer

OILC hereby agrees that the Minister of Finance is entitled to exercise certain rights of deduction pursuant to section 25 of the OILC Act, 2011 as described in this debenture.

Ontario Infrastructure and Lands Corporation

by: _____
Authorized Signing Officer

by: _____
Authorized Signing Officer

LEGAL OPINION

We have examined the By-law of the Municipality authorizing the issue of serial debentures in the principal amount of \$583,270.13 dated August 01, 2018 and maturing on August 01, 2028 payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the first day of February and on the first day of August in each of the years 2019 to 2028, both inclusive, as set out in Schedule "C" to the By-law.

In our opinion, the By-law has been properly passed and is within the legal powers of the Municipality. The debenture issued under the By-law in the within form (the "Debenture") is the direct, general, unsecured and unsubordinated obligation of the Municipality. The Debenture is enforceable against the Municipality subject to the special jurisdiction and powers of the Ontario Municipal Board over defaulting municipalities under the *Municipal Affairs Act*. This opinion is subject to and incorporates all the assumptions, qualifications and limitations set out in our opinion letter.

August 01, 2018

Kemp Pirie Crombeen

CONDITIONS OF THE DEBENTURE

Form, Denomination, and Ranking of the Debenture

1. The debentures issued pursuant to the By-law (collectively the “Debentures” and individually a “Debenture”) are issuable as fully registered Debentures without coupons.
2. The Debentures are direct, general, unsecured and unsubordinated obligations of the Municipality. The Debentures rank concurrently and equally in respect of payment of principal and interest with all other debentures of the Municipality except for the availability of money in a sinking or retirement fund for a particular issue of debentures.
3. This Debenture is one fully registered Debenture registered in the name of OILC and held by OILC.

Registration

4. The Municipality shall maintain at its designated office a registry in respect of the Debentures in which shall be recorded the names and the addresses of the registered holders and particulars of the Debentures held by them respectively and in which particulars of the transfers, exchanges and substitutions of Debentures, may be recorded and the Municipality is authorized to use electronic, magnetic or other media for records of or related to the Debentures or for copies of them.

Title

5. The Municipality shall not be bound to see to the execution of any trust affecting the ownership of any Debenture or be affected by notice of any equity that may be subsisting in respect thereof. The Municipality shall deem and treat registered holders of Debentures, including this Debenture, as the absolute owners thereof for all purposes whatsoever notwithstanding any notice to the contrary and all payments to or to the order of registered holders shall be valid and effectual to discharge the liability of the Municipality on the Debentures to the extent of the amount or amounts so paid. Where a Debenture is registered in more than one name, the principal of and interest from time to time payable on such Debenture shall be paid to or to the order of all the joint registered holders thereof, failing written instructions to the contrary from all such joint registered holders, and such payment shall constitute a valid discharge to the Municipality. In the case of the death of one or more joint registered holders, despite the foregoing provisions of this section, the principal of and interest on any Debentures registered in their names may be paid to the survivor or survivors of such holders and such payment shall constitute a valid discharge to the Municipality.

Payments of Principal and Interest

6. The record date for purposes of payment of principal of and interest on the Debentures is as of 5:00 p.m. on the sixteenth calendar day preceding any Payment Date including the maturity date. Principal of and interest on the Debentures are payable by the Municipality to the persons registered as holders in the registry on the relevant record date. The Municipality shall not be required to register any transfer, exchange or substitution of Debentures during the period from any record date to the corresponding Payment Date.
7. The Municipality shall make all payments in respect of semi-annual instalments of combined equal principal and diminishing interest amounts on the Debentures on the Payment Dates commencing on February 01, 2019 and ending on August 01, 2028, as set out in Schedule "C" to the By-law, by pre-authorized debit in respect of such interest and principal to the credit of the registered holder on such terms as the Municipality and the registered holder may agree.
8. The Municipality shall pay to the registered holder interest on any overdue amount of principal or interest in respect of any Debenture, both before and after default and judgment, at a rate per annum equal to the greater of the rate specified on the Schedule as attached to and forming part of the Debenture for such amount plus 200 basis points or Prime Rate (as defined below) plus 200 basis points, calculated on a daily basis from the date such amount becomes overdue for so long as such amount remains overdue and the Municipality shall pay to the registered holder any and all costs incurred by the registered holder as a result of the overdue payment.
9. Whenever it is necessary to compute any amount of interest in respect of the Debentures for a period of less than one full year, other than with respect to regular semi-annual interest payments, such interest shall be calculated on the basis of the actual number of days in the period and a year of 365 days or 366 days as appropriate.
10. Payments in respect of principal of and interest on the Debentures shall be made only on a day on which banking institutions in Toronto, Ontario, are not authorized or obligated by law or executive order to be closed (a "**Toronto Business Day**"), and if any date for payment is not a Toronto Business Day, payment shall be made on the next following Toronto Business Day as noted on the Amortization Schedule.
11. The Debentures are transferable or exchangeable at the office of the Treasurer of the Municipality upon presentation for such purpose accompanied by an instrument of transfer or exchange in a form approved by the Municipality and which form is in accordance with the prevailing Canadian transfer legislation and practices, executed by the registered holder thereof or such holder's duly authorized attorney or legal personal representative, whereupon and upon registration of such transfer or exchange and cancellation of the Debenture or Debentures presented, a new Debenture or Debentures of an equal aggregate principal amount in any authorized denomination or denominations will be delivered as directed by the transferee, in the case of a transfer or as directed by the registered holder in the case of an exchange.
12. The Municipality shall issue and deliver Debentures in exchange for or in substitution for Debentures outstanding on the registry with the same maturity and of like form in the

event of a mutilation, defacement, loss, mysterious or unexplainable disappearance, theft or destruction, provided that the applicant therefor shall have: (a) paid such costs as may have been incurred in connection therewith; (b) (in the case of a mutilated, defaced, lost, mysteriously or unexplainably missing, stolen or destroyed Debenture) furnished the Municipality with such evidence (including evidence as to the certificate number of the Debenture in question) and an indemnity in respect thereof satisfactory to the Municipality in its discretion; and (c) surrendered to the Municipality any mutilated or defaced Debentures in respect of which new Debentures are to be issued in substitution.

13. The Debentures issued upon any registration of transfer or exchange or in substitution for any Debentures or part thereof shall carry all the rights to interest if any, accrued and unpaid which were carried by such Debentures or part thereof and shall be so dated and shall bear the same maturity date and, subject to the provisions of the By-law, shall be subject to the same terms and conditions as the Debentures in respect of which the transfer, exchange or substitution is effected.
14. The cost of all transfers and exchanges, including the printing of authorized denominations of the new Debentures, shall be borne by the Municipality. When any of the Debentures are surrendered for transfer or exchange the Treasurer of the Municipality shall: (a) in the case of an exchange, cancel and destroy the Debentures surrendered for exchange; (b) in the case of an exchange, certify the cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debenture or Debentures issued in exchange; and (d) in the case of a transfer, enter in the registry particulars of the registered holder as directed by the transferor.
15. Reasonable fees for the substitution of a new Debenture or new Debentures for any of the Debentures that are mutilated, defaced, lost, mysteriously or unexplainably disappeared, stolen, or destroyed and for the replacement of mutilated, defaced, lost, stolen, mysteriously or unexplainably disappeared or destroyed principal and interest cheques may be imposed by the Municipality. Where new Debentures are issued in substitution in these circumstances the Municipality shall: (a) treat as cancelled and destroyed the Debentures in respect of which new Debentures will be issued in substitution; (b) certify the deemed cancellation and destruction in the registry; (c) enter in the registry particulars of the new Debentures issued in substitution; and (d) make a notation of any indemnities provided.
16. If OILC elects to terminate its obligations under the financing agreement entered into between the Municipality and OILC pursuant to which the Debentures are issued, OILC, at its discretion, shall assess any losses that it may incur as a result of the termination as follows: if on the date of termination the outstanding principal balance on the Debentures is less than the net present value of the Debentures, the Municipality shall pay the difference between these two amounts to OILC.

Notices

17. Except as otherwise expressly provided herein, any notice required to be given to a registered holder of one or more of the Debentures will be sufficiently given if a copy of such notice is mailed or otherwise delivered to the registered address of such registered holder. If the Municipality or any registered holder is required to give any notice in connection with the Debentures on or before any day and that day is not a Toronto Business Day (as defined in section 10 of these Conditions) then such notice may be given on the next following Toronto Business Day.

Time

18. Unless otherwise expressly provided herein, any reference herein to a time shall be considered to be a reference to Toronto time.

Governing Law

19. The Debentures are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in Ontario.

Definitions:

- (a) “**Prime Rate**” means, on any day, the annual rate of interest which is the arithmetic mean of the prime rates announced from time to time by the following five major Canadian Schedule I banks, as of the issue date of this Debenture: Royal Bank of Canada; Canadian Imperial Bank of Commerce; The Bank of Nova Scotia; Bank of Montreal; and The Toronto-Dominion Bank (the “**Reference Banks**”) as their reference rates in effect on such day for Canadian dollar commercial loans made in Canada. If fewer than five of the Reference Banks quote a prime rate on such days, the “Prime Rate” shall be the arithmetic mean of the rates quoted by those Reference Banks.

Loan.....: 1976
 Name.....: Temiskaming Shores, The Corporation of The City of
 Principal: 583,270.13
 Rate.....: 03.0300
 Term.....: 120
 Matures..: 08/01/2028

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	02/01/2019	38,072.68	29,163.51	8,909.17	554,106.62
2	08/01/2019	37,489.23	29,163.51	8,325.72	524,943.11
3	02/01/2020	37,181.76	29,163.51	8,018.25	495,779.60
4	08/01/2020	36,653.99	29,163.51	7,490.48	466,616.09
5	02/01/2021	36,290.85	29,163.51	7,127.34	437,452.58
6	08/01/2021	35,736.44	29,163.51	6,572.93	408,289.07
7	02/01/2022	35,399.93	29,163.51	6,236.42	379,125.56
8	08/01/2022	34,860.05	29,163.51	5,696.54	349,962.05
9	02/01/2023	34,509.01	29,163.51	5,345.50	320,798.54
10	08/01/2023	33,983.66	29,163.51	4,820.15	291,635.03
11	02/01/2024	33,618.10	29,163.51	4,454.59	262,471.52
12	08/01/2024	33,129.06	29,163.51	3,965.55	233,308.01
13	02/01/2025	32,727.18	29,163.51	3,563.67	204,144.50
14	08/01/2025	32,230.88	29,163.51	3,067.37	174,980.99
15	02/01/2026	31,836.26	29,163.51	2,672.75	145,817.48
16	08/01/2026	31,354.49	29,163.51	2,190.98	116,653.97
17	02/01/2027	30,945.34	29,163.51	1,781.83	87,490.46
18	08/01/2027	30,478.10	29,163.51	1,314.59	58,326.95
19	02/01/2028	30,054.43	29,163.51	890.92	29,163.44
20	08/01/2028	29,604.06	29,163.44	440.62	0.00
		676,155.50	583,270.13	92,885.37	

CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 3.03% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$583,270.13, authorized by Debenture By-law Number 2018-108 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, David B. Treen, Clerk of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Debenture By-law was finally passed and enacted by the Council of the Municipality on the July 10, 2018 in full compliance with the *Municipal Act, 2001*, as amended (the "Act") at a duly called meeting at which a quorum was present. Forthwith after the passage of the Debenture By-law, the same was signed by the Mayor and the Clerk and sealed with the municipal seal of the Municipality.

2. The authorizing by-law(s) referred to in Schedule "A" to the Debenture By-law (the "Authorizing By-law(s)") have been enacted and passed by the Council of the Municipality in full compliance with the Act at a meeting(s) at which a quorum was present. Forthwith after the passage of the Authorizing By-law(s) the same was signed by the Authority Title and by the Clerk and sealed with the municipal seal of the Municipality.

3. With respect to the undertaking of the capital work described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works") before the Council of the Municipality exercised any of its powers in respect of the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Council of the Municipality had its Treasurer calculate the updated limit in respect of the relevant annual debt and financial obligation limit received from the Ministry of Municipal Affairs and Housing in accordance with the applicable debt and financial obligation limits regulation. In this connection, before the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, the Treasurer determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or exceed its updated limit. Accordingly, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the applicable debt and financial obligation limits regulation.

4. No application has been made or action brought to quash, set aside or declare invalid the Debenture By-law or the Authorizing By-law(s) nor have the same been in any way

repealed, altered or amended and the Debenture By-law and the Authorizing By-law(s) are now in full force and effect.

5. All of the recitals contained in the Debenture By-law and the Authorizing By-law(s) are true in substance and fact.

6. To the extent that the public notice provisions of the Act are applicable, the Authorizing By-law(s) and the Debenture By-law have been enacted and passed by the Council of the Municipality in full compliance with the applicable public notice provisions of the Act.

7. None of the debentures authorized to be issued by the Authorizing By-law(s) have been previously issued.

8. The respective principal amount of debentures which is to be issued pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the respective net cost of such Capital Work(s) to the Municipality.

9. The debenture certificate issued pursuant to the Debenture By-law (the "OILC Debenture") has been signed by Mayor and by the Treasurer of the Municipality. The OILC Debenture is in all respects in accordance with the Debenture By-law and in issuing the OILC Debenture in the amount of \$583,270.13 which is now being issued to Ontario Infrastructure and Lands Corporation pursuant to the Debenture By-law, the Municipality is not exceeding its borrowing powers.

10. The Municipality is not subject to any restructuring order under part V of the Act or other statutory authority, accordingly, no approval of the Authorizing By-law(s) and of the Debenture By-law and/or of the issue of the OILC Debentures is required by any transition board or commission appointed in respect of the restructuring of the municipality.

11. The Authorizing By-law(s) and the Debenture By-law and the transactions contemplated thereby do not conflict with, or result in a breach or violation of any statutory provisions which apply to the Municipality or any agreement to which the Municipality is a party or under which the Municipality or any of its property is or may be bound, or, to the best of my knowledge, violate any order, award, judgment, determination, writ, injunction or decree applicable to the Municipality of any regulatory, administrative or other government or public body or authority, arbitrator or court.

DATED at the The Corporation of The City of Temiskaming Shores as at the 1st day of August, 2018.

[AFFIX SEAL]

David B. Treen, Clerk

CERTIFICATE OF SIGNATURE AND NO LITIGATION

TO: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 3.03% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$583,270.13, authorized by Debenture By-law Number 2018-108 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before August 01, 2018, I as Treasurer, signed the fully registered serial debenture numbered 2018-108 in the principal amount of \$583,270.13 dated August 01, 2018, registered in the name of Ontario Infrastructure and Lands Corporation and authorized by the Debenture By-law (the "OILC Debenture").

I further certify that on or before August 01, 2018, the OILC Debenture was signed by Carmen Kidd, Mayor of the Municipality at the date of the execution and issue of the OILC Debenture, that the OILC Debenture was sealed with the seal of the Municipality, and that the OILC Debenture is in all respects in accordance with the Debenture By-law.

I further certify that the said Carmen Kidd, is the duly elected Mayor of the Municipality and that I am the duly appointed Treasurer of the Municipality and that we were severally authorized under the Debenture By-law to execute the OILC Debenture in the manner aforesaid and that the OILC Debenture is entitled to full faith and credence.

I further certify that no litigation or proceedings of any nature are now pending or threatened, attacking or in any way attempting to restrain or enjoin the issue and delivery of the OILC Debenture or in any manner questioning the proceedings and the authority under which the same is issued, or affecting the validity thereof, or contesting the title or official capacity of the said Mayor or myself as Treasurer of the Municipality, and no authority or proceedings for the issuance of the OILC Debenture or any part of it has been repealed, revoked or rescinded in whole or in part.

DATED at The Corporation of The City of Temiskaming Shores as at the 1st day of August, 2018.

Laura Lee MacLeod
Treasurer

I, David B. Treen, Clerk of the Municipality do hereby certify that the signature of Laura Lee MacLeod, Treasurer of the Municipality described above, is true and genuine.

[AFFIX SEAL]

David B. Treen
Clerk

DEBENTURE TREASURER'S CERTIFICATE

To: Kemp Pirie Crombeen

And To: OILC

IN THE MATTER OF an issue of a 10 year(s), 3.03% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$583,270.13, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2018-108 (the "Debenture By-law");

AND IN THE MATTER OF authorizing by-laws of the Municipality enumerated in Schedule "A" to the Debenture By-law.

I, Laura Lee MacLeod, Treasurer of the Municipality, **DO HEREBY CERTIFY THAT:**

1. The Municipality has received from the Ministry of Municipal Affairs and Housing its annual debt and financial obligation limit for the relevant years.
2. With respect to the undertaking of the capital work described in the Debenture By-law (individually a "Capital Work" and collectively the "Capital Works"), before the Council of the Municipality authorized the Capital Work(s), and before authorizing any additional cost amount and any additional debenture authority in respect thereof, the Treasurer calculated the updated relevant debt and financial obligation limit in accordance with the applicable debt and financial obligation limits regulation (the "Regulation"). The Treasurer thereafter determined that the estimated annual amount payable in respect of the Capital Work(s), each such additional cost amount and each such additional debenture authority, would not cause the Municipality to reach or to exceed the relevant updated debt and financial obligation limit as at the date of the Council's approval. Based on the Treasurer's determination, the Council of the Municipality authorized the Capital Work(s), each such additional cost amount and each such additional debenture authority, without the approval of the Ontario Municipal Board pursuant to the Regulation.
3. As at the date hereof the Municipality has not reached or exceeded its updated annual debt and financial obligation limit for 2018.
4. In updating the relevant debt and financial obligation limit(s), the estimated annual amount payable described in Section 4(2) of the Regulation was determined based on current interest rates and amortization periods which do not, in any case, exceed the lifetime of any of the purposes of the Municipality described in such section, all in accordance with generally accepted accounting principles for local governments as recommended, from time to time, by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants.

5. The term within which the debentures to be issued for the Municipality in respect of the Capital Work(s) pursuant to the Debenture By-law are made payable does not exceed the lifetime of such Capital Work(s).

6. The principal amount now being financed through the issue of debentures pursuant to the Debenture By-law in respect of the Capital Work(s) does not exceed the net cost of each such Capital Work(s) to the Municipality.

7. The money received by the Municipality from the sale of the debentures issued pursuant to the Debenture By-law, including any premium, and any earnings derived from the investment of that money after providing for the expenses related to their issue, if any, shall be apportioned and applied to the Capital Work(s), and to no other purpose except as permitted by the *Municipal Act, 2001*.

8. The representations and warranties of the Municipality set out in paragraph 2 of the Financing Agreement (as defined in the Debenture By-law) were true and correct as of the date of the request to purchase the debentures in respect of the Capital Work(s) pursuant to the Debenture By-law and are true and correct as of the date hereof.

DATED at the The Corporation of The City of Temiskaming Shores as at the 1st day of August, 2018.

[AFFIX SEAL]

Laura Lee MacLeod, Treasurer

The Corporation of the City of Temiskaming Shores

By-law No. 2018-109

Being a by-law to amend By-law No. 2015-128 being a by-law to establish a system for the Collection and Disposal of Garbage, Recyclables and other refuse – Modified Tipping Fees

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 015-2018-PW at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2015-128 to modify Landfill Tipping Fees for consideration at the July 10, 2018 Regular Council meeting;

Now therefore the Council of the Corporation of The City of Temiskaming Shores hereby enacts as follows:

1. That Appendix 03 to Schedule "A" to By-law No. 2015-128 be deleted and replaced with Schedule "A", a copy of which is attached hereto and forming part of this by-law; and
2. That this By-law shall become effective on the date of passing thereof;
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the By-law and schedule as may be deemed necessary after the passage of this By-law.

Read a first, second and third time and finally passed this 10th, day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

Tipping Fees: Landfill Site

Category	Description	Applicable Fee/ yard ³	
		Resident	Non Resident
1	Flat Rate - \$1.00 per bag up to a maximum of \$3.00 (under one cubic yard)	\$3.00	\$6.00
2	Residential/Commercial Garbage: <i>includes abandoned residential or commercial waste, either animal or vegetable, organic waste, wearing apparel, broken crockery and refuse of a similar nature, but shall not include metal, weighty or bulky articles such as large appliances, furniture, barrels, bed springs, furnaces or anything of a similar nature.</i>	\$6.00	\$12.00
3	Metals/Bulky Waste: <i>Items whose large size precludes or complicates handling by normal collection, processing or disposal methods such as furniture and appliances. Also ferrous metal, aluminum, mixed metal, white goods and old vehicles.</i>	\$7.00	\$14.00
4	Unsorted Residential/Commercial Garbage and Metals/Bulky Waste – Recyclable materials not sorted from waste	\$14.00	\$28.00
5	Yard Waste: <i>Includes clean wood, brush, yard and plant materials, suitable for composting purposes.</i>	No Fee	\$4.00
6	Non-Hazardous Waste: <i>includes clean fill</i>	\$7.00	\$14.00
7	Inorganic Earth Like Material: <i>includes reclaimed asphalt products, aggregate, and soils free of chemical contaminants.</i>	\$8.00	\$16.00
8	Sorted Construction and Demolition Waste: <i>Recyclable materials sorted from non – recyclable materials</i>	\$15.00	\$15.00
9	Unsorted Construction and Demolition Waste	\$25.00	\$50.00
10	Contaminated Waste: <i>includes excavated soils containing organic or hydrocarbon contaminants at a level that is acceptable to the Ministry of the Environment for disposal at the Municipality's Landfill Site.</i> <i>Asbestos waste includes \$100.00 flat rate, plus tipping fee.</i>	\$50.00	\$100.00
11	Freon Containing Items	\$75 each	\$150 each
12	Rubber Tires: Passenger Vehicle and Light Truck Tires Medium Truck Tires Small and Medium Off-the-Road Tires	No Fee	
	Notes: 1. All other tire sizes will not be accepted at the Landfill Site; 2. Landfill attendant shall accept up to a total of four (4) tires per drop off; 3. Tires still on a rim will not be accepted.		

Note: The landfill site will only accept waste that is within the conditions of the Certificate of Approval.

The Corporation of the City of Temiskaming Shores
By-law No. 2018-110
Being a by-law to Stop up and Close a Highway – a
portion of Andrew Street and King Street

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas the provisions of Section 34 (1) of The Municipal Act, 2001, S.O., c. 25 sets out procedures for the closing of Highways;

And whereas Council considered Administrative Report CS-027-2018 at the July 10, 2018 Regular Council meeting and directed staff to provide the required notice for a public meeting to consider the stopping up and closing a portion of Andrew Street and King Street;

And whereas the Public Notice for the stopping up and closing of highways was provided in accordance with By-law No. 2004-022, being a by-law to establish Procedures for Public Notice for the City of Temiskaming Shores and held on February 20, 2018;

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

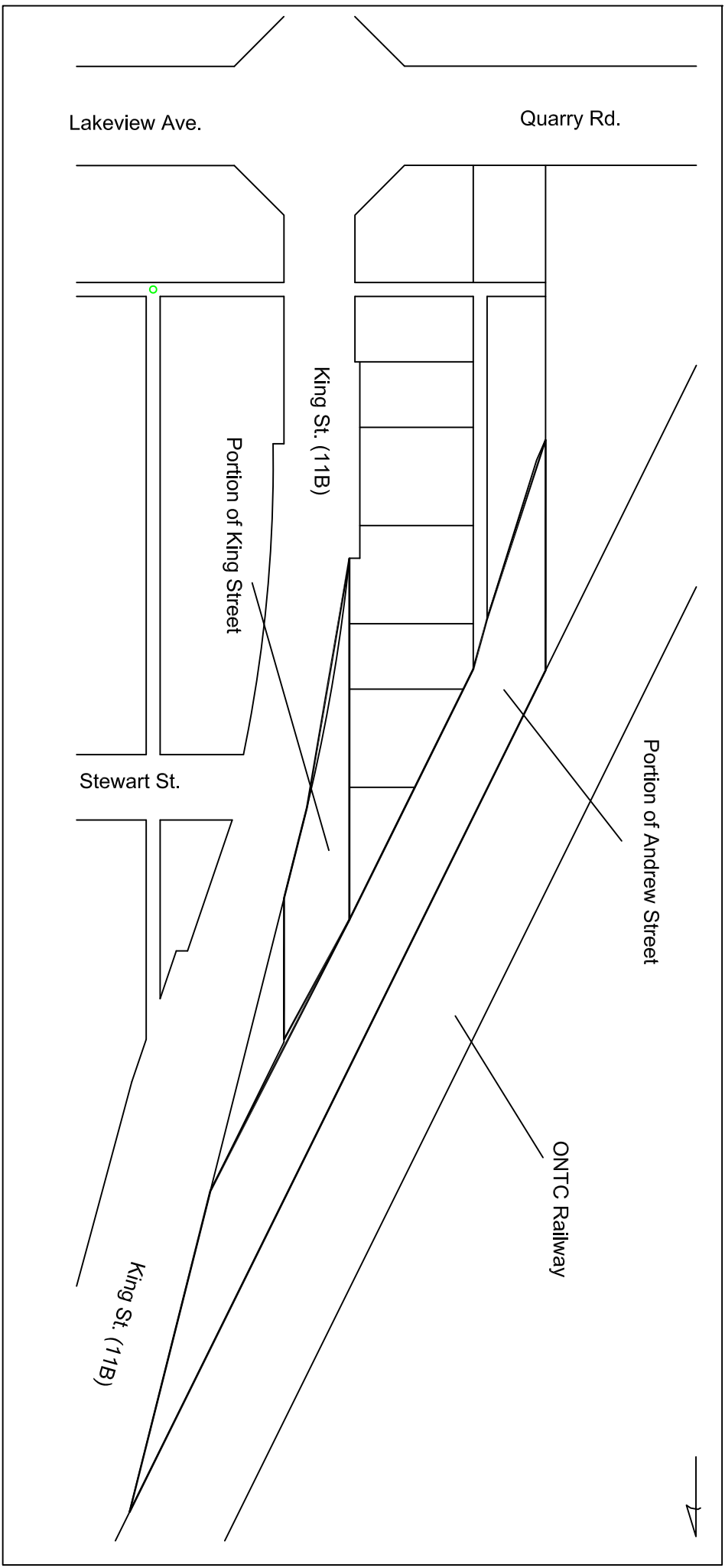
1. That portions of Andrew Street and King Street as illustrated in Schedule "A", a copy attached hereto, are hereby stopped up and closed.
2. The Mayor and Clerk are authorized to sign all necessary documents in connection to this by-law.
3. That a copy of this by-law be registered at the Land Registry Office in accordance with Section 34 of (1) of the Municipal Act 2001, S.O., c. 25.
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule

as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



The Corporation of the City of Temiskaming Shores

By-law No. 2018-111

Being a by-law to amend By-law No. 2012-032, as amended, (Sewerage System Use By-law) to clarify responsibilities related to Closed Circuit Television Camera Inspections

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 adopted By-law No. 2012-032 being a by-law to prohibit, regulate and control discharges into bodies of waters within the City boundaries or into the City sanitary sewers, storm sewers, sanitary sewage works and all tributary sewer systems on July 3, 2012;

And whereas Council considered Memo No. 016-2018-PW at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-032 clarifying the CCTV inspections for consideration at the July 10, 2018 Regular Council meeting;

Now therefore the Council of The Corporation of the Temiskaming Shores enacts as follows:

1. That to Schedule "A" to By-law No. 2012-032, as amended be further amended by deleting Article 3.12 and replacing it with the following:

3.12 Responsibility to Maintain Sanitary Sewer Service

The property owner is responsible for maintaining the sanitary sewer service from his/her building to where the service enters the sewer main except for the following:

- a) *tree roots, anywhere in the service, originating from trees located on City property or where it is impossible to determine the origin of the tree roots;*
- b) *a crushed pipe in the road allowance;*
- c) *a frozen pipe in the road allowance.*

The property owner will be responsible for the arrangement and costs associated with a closed-circuit television camera inspection of the sanitary sewer service, and supply the results to the City, should a problem arise.

The City will determine the responsibility of correction for all problems upon review of the results of the closed-circuit television camera inspection.

The property owner will be reimbursed for all costs associated with the closed-circuit television camera inspection only if it is determined that the correction is the City's responsibility.

2. That to Schedule "A" to By-law No. 2012-032, as amended be further amended by adding the following under Section 4 Storm Sewers:

4.4 Responsibility to Maintain Storm Sewer Service

The property owner is responsible for maintaining the storm sewer service from his/her building to where the service enters the sewer main except for the following:

- a) *tree roots, anywhere in the service, originating from trees located on City property or where it is impossible to determine the origin of the tree roots;*
- b) *a crushed pipe in the road allowance;*
- c) *a frozen pipe in the road allowance.*

The property owner will be responsible for the arrangement and costs associated with a closed-circuit television camera inspection of the storm sewer service, and supply the results to the City, should a problem arise.

The City will determine the responsibility of correction for all problems upon review of the results of the closed-circuit television camera inspection.

The property owner will be reimbursed for all costs associated with the closed-circuit television camera inspection only if it is determined that the correction is the City's responsibility.

3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 10th, day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-112

**Being a by-law to enter into an agreement with
Greenview Environmental Management Limited for
engineering services – Accessibility Upgrades – Don
Shepherdson Memorial Arena and New Liskeard
Community Hall**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Administrative Report No. PW-034-2018 at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Greenview Environmental Management Limited for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989.00 plus applicable taxes for consideration at the July 10, 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 Greenview Environmental Management Limited for engineering services for accessibility upgrades of the Don Shepherdson Memorial Arena and the New Liskeard Community Hall, as detailed in Request for Proposal PW-RFP-010-2018, at a cost of \$48,989.00 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 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2018-112

Agreement between

The Corporation of the City of Temiskaming Shores

and

Greenview Environmental Management Limited

for Engineering Services for accessibility upgrades at
the Don Shepherdson Memorial Arena and New
Liskeard Community Hall

This agreement made in duplicate this 10th day of July 2018.

Between:

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

and

Greenview Environmental Management Limited
(hereinafter called “the Consultant”)

Witnesseth:

That the Owner and the Consultant shall undertake and agree as follows:

Article I:

The Consultant will:

- a) Provide all material and perform all work described in the Contract Documents entitled:

**Corporation of the City of Temiskaming Shores
Accessibility Upgrades – City Buildings
Proposal No. PW-RFP-010-2018**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) Complete, as certified by the Director, all the work by **October 1st, 2018.**

Article II:

The Owner will:

- a) Pay the Consultant in lawful money of Canada for the material and services aforesaid **Forty-Eight Thousand, Nine Hundred and Eighty-nine Dollars and Zero cents (\$48,989.00) plus applicable taxes** subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon receipt of monthly invoices, 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 Consultant:

Greenview Environmental Management Limited
13 Commerce Court
Bancroft, Ontario
K0L 1C0

The Owner:

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

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

Signed and Sealed in)
the presence of)

Greenview Environmental Management Limited

Consultant’s Seal)
(if applicable))

President - Tyler Peters

Municipal Seal)

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen



Appendix 01 to
Schedule "A" to

By-law No. 2018-112

Form of Agreement



Proposal for Engineering Services

Accessibility Upgrades – City Buildings

RFP# PW-RFP-010-2018



June 26, 2018

Proposal: P18-0626



13 Commerce Court
Bancroft, Ontario
613-332-0057
greenview-environmental.ca

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Section 1 – Introduction & Understanding of RFP Objectives

The City of Temiskaming Shores (City) has invited proposals from qualified and experienced engineering firms for the review, engineering, and design of deliverables to the City associated with the implementation of building accessibility upgrades to two (2) of its buildings:

Building / Facility	Location
New Liskeard Arena	75 Wellington St S, New Liskeard
New Liskeard Community Hall	90 Whitewood Avenue, New Liskeard

For both buildings, the consultant is to work with the City to develop a strategy for building accessibility upgrades. For the Arena, this includes improvements to the main entrance, and the men's and women's washrooms. Once a strategy is confirmed by the City for the Arena, the consultant is to proceed with engineering and design drawings and specifications for future construction.



Figure 1: New Liskeard Arena

For the Community Hall, a pre-engineering/design feasibility study (per Addendum #1) is to be undertaken to assess and evaluate the current and future use of the building, its potential re-use/re-purposing, and based on this, review the accessibility needs of the building overall. As a starting point, the City has identified a number of accessibility and barrier-free aspects for consideration in the study.



Figure 2: New Liskeard Community Hall

Greenview's proven experience in municipal building and facility assessments, building design and engineering, and infrastructure planning is ideally-suited to assist the City with this important project in developing a strategy for accessibility upgrades to important municipal buildings.

Section 2 – Company Profile & Experience of Firm

Our Company

Greenview Environmental Management Limited (Greenview) was established in 2005 to serve the growing engineering and infrastructure needs of smaller municipalities in Ontario. Greenview's new professional office is home to a diverse group of nine (9) staff, including professional engineers, professional geoscientists, project managers, engineering interns, technologists, and project administrators.

Greenview's approach to business is founded predominantly within the Municipal sector of Ontario, where legislative downloading from upper levels of government has called for the unique, client-focused services of Greenview. Greenview prides itself as the premier consulting firm in building engineering and asset management field of service to smaller municipalities.



Greenview's business model and operations are highly-professional, and client-focused, with a unique 'small-municipal' approach and delivery 'style'. Established relationships with municipal clients in neighbouring counties, a track record of successfully delivered projects, and a specialization in complete municipal infrastructure solutions is confirmed with the confidence of our municipal clients in Greenview.

For this particular assignment, Greenview's team is fully-qualified and experienced to undertake all aspects of the services required per the RFP, any issued addenda, and applicable legislation governing the project. Greenview is the prime consultant for this assignment covering the majority of responsibilities of the assignment, with SMES supporting Greenview for mechanical/HVAC engineering aspects as required.

Our Experience

For Greenview and our clients, the value of a Consultant is best measured in the ability to produce the required deliverables, both in a high quality of content and in a manner that supports progress/development on a particular project need. Greenview takes pride in our proven ability to produce high-quality deliverables that consistently exceed Client expectations on a number of levels.

Related to this particular assignment, we offer the following list of background project work to demonstrate Greenview's team qualifications and experience in-line with the requirements of this assignment.

- Engineering and design for new and existing buildings, including comprehensive site accessibility auditing, and building/facility barrier-free design per applicable legislation.
- Building condition assessments including community centres/halls, fire stations, municipal offices, works garages, libraries, and other typical municipal facilities.
- Building engineering and design (new and retrofit) for municipal offices, community centres, fire stations, works depots, inclusive of barrier free design and accessibility.
- Multi-disciplinary engineering and design services, including building design/architectural, structural, mechanical, electrical, and civil disciplines.
- Complete, turn-key engineering, design, tendering/contracting, and contract administration services for building, facility, and other infrastructure projects.

We have selected a number of projects to illustrate our firm's experience and capabilities relative to this project – please refer to Appendix B of this submission. Our team would be very pleased to provide additional project samples for consideration by the City upon request, or preferably, to meet with the City to discuss how Greenview's experience on these and other projects provide specific value to the City for this assignment.

Our Values

Greenview is an established and successful consulting engineering company focused almost exclusively on serving the infrastructure needs of smaller, rural municipalities in central and eastern Ontario – full stop, this is what we do, and we take pride in doing it very well.

Greenview approaches each and every opportunity with an understanding that projects are inherently different and with due respect to individual Client needs and requirements. At the project's initiation, we solicit and gather feedback from our Clients, in a concerted effort to ensure a more in depth understanding of the needs for the project, and to be able to integrate goals, objectives, and preferences at all levels of interest from our Clients.

We encourage you to contact our Client references and to ask how we do business and serve our clients. That's the best way to learn about what we do, and how we do it, and we're positive that the City of Temiskaming Shores will want to learn more about how Greenview can make this project a success, adding to our growing list of others.

Greenview's staff are duly registered with a number of professional organizations, governing bodies, and associations, including the following that apply to the services associated with this project.



Our Clients

Greenview is very pleased to offer the following as a selected list of client references for similar project work currently under contract with Greenview. We encourage you to contact these municipalities to learn about the distinct advantage of Greenview's full-service and value-added engineering and asset management services to municipalities.

Client Name & Township	Relevant Projects	Contact Information
Pat Pilgrim, CAO <i>Municipality of Hastings Highlands, ON</i>	<ul style="list-style-type: none"> • <i>Building & Facility Strategic Plan Development</i> • <i>Building & Facility Accessibility Auditing & Condition Reviews, Cost Estimation</i> • <i>Energy Conservation and Demand Management Planning & Reporting</i> 	Tel: 613-338-2811
Jamie Doering, Public Works Manager <i>Township of Greater Madawaska, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition, Design & Engineering, Municipal Office Retrofit (Calabogie Public School)</i> • <i>Building & Facility Condition, Design & Engineering, Ginza Recreation Centre</i> • <i>Building & Facility Condition Assessment, Former Municipal Office and Community Library</i> • <i>Asset Management Planning</i> • <i>Municipal Energy Conservation and Demand Management Planning</i> 	Tel: 613-752-2222
Lindsey Parkes CAO / Clerk <i>Township of McNab/Braeside, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition, Conceptual Design & Engineering, Cost Estimation, Fire Station #1 Expansion</i> • <i>Building Design, Engineering, Cost Estimation, Tendering, Contract Administration, New Braeside Recreation Centre</i> 	Tel: 613-623-5756
Lois O'Neill-Jackson, CAO <i>Municipality of Trent Lakes, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition Review, Preliminary Design, Cost Estimation, Deer Bay School Hall Retrofit</i> • <i>Design, Engineering, Tendering, Contract Administration, New Fire Station No. 4 – Nogies Creek</i> 	Tel: 705-738-3800
Tom Gefucia, Treasurer <i>Township of Lake of Bays, ON</i>	<ul style="list-style-type: none"> • <i>Building Condition Review, Preliminary Design, Cost Estimation, Municipal Administration and Public Works Buildings Strategic Plan</i> 	Tel: 705-635-2272

Please refer to Greenview's past project samples and primary team member resumes in Appendix B of this submission to learn more about Greenview's unique experience and approach to this assignment. Additional experience and references can be provided upon request.

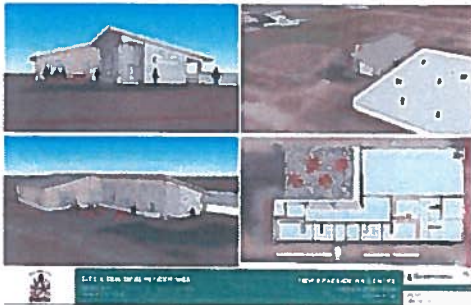
Section 3 – Qualifications & Experience of Team Members

Our Team

This section presents primary team personnel with relevant experience and qualifications with respect to this assignment. Selected primary team member and any subconsultant resumes are included with this proposal in Appendix B.

Tyler Peters, P.Eng. – Project Director & Team Leader, Civil, Environmental

Tyler fulfills the role as Greenview's consultant team's overall Project Director, ensuring that the required resources for any assignment are effectively assigned and coordinated, in order that milestones and deliverables for any project remain as planned. Tyler would also be the primary point of contact for this project with the City.



Tyler is President of Greenview Environmental Management and is a registered Professional Engineer in the Province of Ontario with diversified consulting engineering experience in the municipal sector extending over nineteen (19) years managing projects in most engineering sectors. Tyler has extensive infrastructure project planning, consultation, and implementation experience with municipalities, private enterprises, and regulatory agencies in a number of project delivery methods, with proven success. Tyler's small, rural, municipal roots and corresponding planning and engineering experience on rural Ontario projects provides real, experience-based benefit to Greenview's clients.

Henry Hutchison, P.Eng., B.Arch. – Structural, Building Design Review, Code Review

Henry will be the engineering team leader for this project, applying his nineteen (19) years of structural engineering, building design, and holistic engineering experience to the project. Henry is a specialist in building design and engineering, with experience in various public buildings and facilities and project types including heritage building construction, in a variety of site and building applications and classifications.

Henry is a registered Professional Engineer in the Province of Ontario, and is Greenview's senior engineering and design group leader, with a specialisation in structural engineering, building condition assessments, new and retrofitted building design, and technical support/peer review to a variety of infrastructure projects and undertakings across the team presented herein.



Noella Floyd – Accessibility, Project Coordination, CAD, Cost Estimating

Noella provides overall consultant team coordination and will also support Greenview's consultant team in a variety of roles, including site reviews/evaluations, primary CAD design, order of magnitude cost consulting and estimating, contract administration, and overall project administration.

Noella is a graduate of architectural technology with over 4 years of experience in the building design, assessment, cost estimating, and project coordination roles with Greenview.

Rob Suppa, P.Eng. (SMES) – Electrical / Energy

Rob is President and Principal Engineer with Steenhof and is a graduate from Queen's University in Kingston and is a registered Professional Engineer, licensed to practice in the provinces of Ontario, Alberta, Northwest Territories, and Nunavut. Rob has worked in the consulting engineering industry for over 16 years and has extensive experience in a variety of construction projects, types, and locations. Rob's main area of expertise is electrical building system design, including power, lighting, emergency generation, fire and life safety, and communications.



Kevin Woods, P.Eng. (SMES) – Mechanical

Kevin is a Senior Mechanical Engineer and a graduate from the University of New Brunswick and is a registered Professional Engineer in the Province of Ontario. Kevin has extensive experience in existing facility condition assessments, new and emerging HVAC technologies, life safety systems, energy conservation and demand management, renewable/energy efficiency in building systems, building automation and controls, plumbing systems and mechanical systems operations. Kevin will lead and will be responsible for fulfilling the mechanical engineering review and design for the roster team, utilizing his nine (9) years of multi-disciplinary mechanical design and engineering experience from a variety of building types, conditions, locations, and occupancies.

Value-Added Services

In addition to the specialized engineering expertise we offer, Greenview's team has unique, value-added, qualities that present us as the ideal consultant for this assignment, as follows:

- **Experience** – Greenview is currently undertaking a comprehensive and accessibility-focused building and facility strategic study (36 buildings) for a municipal client in eastern Ontario. The benefits of this study to the City is that many of the buildings are similar to those included in the RFP. Based on past and current project experience, Greenview's team brings a unique small rural consulting approach that is an ideal fit to undertake this assignment. We've included a number of past project samples in Appendix B for the City's consideration and review. As you will note from our selected past project experience information, it extends across all types of municipal buildings, all inclusive of those listed for this assignment, in varying age, complexity, and occupancy/classification.
- **Professionalism** – Greenview works very closely with Clients, stakeholders, the public, and regulatory agencies in the delivery of our services on any given assignment. For the City, having an established and highly-professional consulting firm working with them is an asset to this project and future phases.
- **Flexibility** – We pride ourselves as a small rural consultant, with inherent service flexibility, complemented with extensive, proven experience directly in-line with the field of study required for this project. From our experience record, we take great pride in having a comprehensive set of project experiences that allow us to be flexible and dynamic in achieving the goals for this project.

Our value-added services to our municipal clients have been well-established and proven, and we would welcome the opportunity to extend these benefits to the City of Temiskaming Shores through this project.



Section 4 – Study Approach & Methodology

The RFP provides the goals and objectives for this project. Based on a number of projects Greenview has undertaken of similar nature and scope, we have developed the following approach and methodology to meet the objectives of the assignment.

Task 1 – Project Initiations

At the project's initiation, Greenview would undertake the following:

1. Schedule and facilitate a project initiation meeting with the City to: review and confirm, scope, fees, schedule, expectations of the project.
2. Review any support needs of the City related to the project, special considerations, other studies, etc.
3. Obtain and review existing background information available from the City and/or other sources identified. Notify the City of any information gaps, pursue gap reductions accordingly.

Task 2 - New Liskeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications

For the Arena site, the scope of work is understood to be generally straight forward. Greenview would undertake the following:

1. Visit the project site for required inspections, measurements, mechanical and electrical equipment cataloguing, and related on-site work. Where deemed important to the study, openings in existing building walls, floors, ceilings, or other areas may be required and undertaken. Proposed openings would be coordinated with the City accordingly.
2. Document field conditions and related information as it pertains to the various disciplines of the project.
3. Review accessibility alternatives to meet the City's needs for the project site.
4. Proceed with preliminary engineering and design and drawings for the Arena, provide for review by the City.
5. With review comments, finalize the design drawings for pertinent disciplines and submit to the City for their file and future use.



Task 3 - New Liskeard Community Hall: Accessibility Feasibility Study & Fire Code Audit

For the Community Hall site, a feasibility study is required to investigate, understand, and evaluate accessibility alternatives and/or upgrades. The general approach to the study would include:

1. Site visitation, measurement, and visual inspection of the existing building structural, mechanical, electrical, and civil (exterior) conditions.
2. Measure existing building spaces/areas, prepare measured preliminary floor plans.
3. With the support of City staff, review and evaluate potential re-use and/or re-purposing of the building.
4. Based on the tasks above, develop and assess accessibility alternatives for the building, including main entrance, washrooms, and multi-storey access throughout the building, with due consideration of the building's planned occupancy and use.
5. With due consideration of the above, undertake an audit of the existing building fire and life safety systems and equipment.
6. Prepare cost estimates associated with accessibility upgrades/alternatives.
7. Prepare a feasibility study report to document the findings of the study and make recommendations for next steps.
8. Present the feasibility report to the City at an in-person meeting with municipal staff.



Section 5 – Consultant Quality & Risk Management Plan

Greenview's approach to any project includes a due account for continued quality assurance and risk management, focused primarily by Client goals and objectives and governed by applicable codes and statutes.

Depending on the assignment, Greenview assembles its design teams based on the needs of the specific project, and with due consideration of cost and return on the Client's investment. In addition to clearly understanding the Client's goals and objectives for a given assignment, are the establishment of procedures and processes by which an assignment is undertaken by Greenview and our team.

During the performance of the project, the following measures have been/will be employed by Greenview for this assignment:

1. Thoroughly review and understand RFP requirements, request and obtain any scope clarifications at the RFP and/or initiation stage for any items noted, fully understand the general scope of responsibilities, Client expectations and objectives. Ensure that project requirements and associated assignments are clearly understood and adopted by the project team.
2. At each task's initiation stage, thoroughly research and review existing and background documentation relative to all sites to identify key design, operational, and field work constraints. Carefully review and investigate findings on-site. Confirm any site-specific constraints to the City as identified, to ensure accountability throughout all stages of the project.
3. Throughout the course of the project, provide clear and concise communications with the Client's representative with respect to background information needs, scheduling of site visits and meetings, and other aspects of the project where external input/participation is necessary to complete the work. Ensure only a single point of contact for communications is identified and maintained with the Client throughout the project.
4. Anticipation of impacts to critical path tasks on the project, including a clear understanding of site specific conditions and access, sensitivities, restrictions, security, and other factors that may impact scheduled field work and associated deliverables.
5. Based on Greenview's past experience on a multitude of similar projects, understand the administrative and technical requirements of the project's development from initiation to completion. Employ this knowledge and understand to the project(s), to manage/minimize potential delays, additional costs, and any other unnecessary implications to the project.



Section 6 – Proposed Work Plan & Schedule

Greenview's work plan for this project has been developed based on our current understanding of the RFP, and the expected deliverables.

In Section 4, we provided a detailed approach and methodology for undertaking the project. Greenview has developed a detailed and comprehensive work plan and timeline, as summarized in the attached Table 2.

Greenview's schedule is subject to contract award and the confirmation of scope and deliverables from the outcome of the project initiation meeting.

Section 7 – Financial Summary

Based on our clear understanding of the project, our selected project team and experience, and our unique approach, Greenview has carefully considered the project's requirements, and has duly accounted for the required fees and expenses associated with the RFP's scope of work.

Greenview's fee estimate is based on our current understanding of the work and Greenview's experience in undertaking similar projects, and any assumptions noted. A detailed contribution matrix and associated fee estimate is enclosed as Table 1.

The estimated fees include professional fees, travel, and any disbursements associated with the proposed work. For any additional services, the following standard unit rates would apply.

Role	Unit Rate
Project Director	\$ 150 / hour
Senior Professional Engineer (P.Eng.)	\$ 150 / hour
Junior Engineer / Engineering Intern (EIT)	\$ 125 / hour
Senior Technologist / CAD	\$ 95 / hour
Administration	\$ 45 / hour
Disbursements	Cost plus 10%, mileage \$0.55/km

In the event that a situation arises that requires services in addition to those understood at the closing of the RFP period, Greenview will openly consult with the City to develop an appropriate approach to addressing any additional services not included in this proposal and would proceed upon written agreement to proceed only.

List of Assumptions

Based on our current understanding of the project, the RFP documentation, and other aspects of the competitive bidding process for this project, the following assumptions are specifically noted in the preparation of Greenview's proposal.

1. Greenview would have full, unobstructed, and safe access to the identified sites and facilities based on Greenview's confirmed schedule. In the event of access delays and/or complications, additional (delay) costs may apply at standard unit rates.
2. Greenview would have access to all historical data and reporting documentation related to and potentially pertinent to the project. It is assumed that this documentation is complete and accurate, in a functional, unsecured format, and readily available from the City.
3. In the event that openings in buildings are to be advanced, it is the City's responsibility to provide a current and representative designated substance report for each building and respective area in accordance with standard procedures for this type of work, as applicable. Repairs associated with any openings would be the responsibility of the City.
4. Greenview's services committed under this proposal are valid for thirty (30) calendar days, or as specifically noted in the RFP documents, whichever is greater. Greenview's services to its valued clients are governed by the attached Statement of Service Qualifications and Limitations (Appendix D).

Tables





Table 1

Client: City of Temiskaming Shores
 Project: Accessibility Upgrades - City Buildings (RFP#: PW-RFP-010-2018)

Detailed Contribution Matrix & Fee Summary

Task Description	Team Members							Total Fees	Total Disbursements	Total Costs
	ID	Sub Task Description	PD \$150	SR ENG \$150	JR ENG \$120	CAD \$85	STECH \$55			
1.0 Task 1 - Project Initiations										
1.1 Initiation Meeting		12	12			12		\$4,665	\$600	\$5,265
1.2 Obtain & Review Background Information		1	2					\$540		\$540
2.0 Task 2 - New Liskeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications										
2.1 Site Review, Measurement, Investigation			8			8		\$1,880	\$3,030	\$4,910
2.2 Preliminary Engineering & Design Drawings		1	8	16	16	4		\$4,970		\$4,970
2.3 Detailed Engineering & Design Drawings		1	4	2	24	2		\$3,200	\$4,438	\$7,638
3.0 Task 3 - New Liskeard Community Hall: Accessibility Feasibility Study & Fire Code Audit										
3.1 Pre-Consultation Meeting		4	4			4		\$1,540	\$2,190	\$3,730
3.2 Site Review, Measurement, Investigation			8			8		\$1,880	\$600	\$2,540
3.3 Base Plan Drawing Preparation			1	1	12	2		\$1,460		\$1,460
3.4 Review Building Use, Develop & Assess Accessibility Alternatives		1	8		12	8		\$3,050	\$660	\$3,050
3.5 Cost Estimating		1	2			8		\$1,130		\$1,130
3.6 Fire Code Audit		1	4		2	2		\$1,090	\$3,475	\$4,565
3.7 Summary Report		1	4	24	8	12	2	\$5,420	\$660	\$6,080
3.8 Report Presentation Meeting		12						\$1,800	\$600	\$2,400
Staff Resource Allocation			35	65	43	74	70	\$32,025	\$10,364	\$42,389
Total (excluding HST)										\$48,989

Notes:





Table 2

Client: City of Temiskaming Shores
 Project: Accessibility Upgrades - City Buildings (RFP#: PW-RFP-010-2018)

Detailed Work Plan & Schedule

Work Plan Task Description		Proposed Schedule													
ID	Sub Task Description	Week of Jul02	Jul09	Jul16	Jul23	Jul30	Aug06	Aug13	Aug20	Aug27	Sep03	Sep10	Sep17	Sep24	Oct01
1.0	Task 1 - Project Initiation														
-	Project Award (anticipated)														
1.1	Initiation Meeting			M											
1.2	Obtain & Review Background Information														
2.0	Task 2 - New Lakeard Arena: Accessibility Review, Design, Engineering Drawings & Specifications														
2.1	Site Review, Measurement, Investigation														
2.2	Preliminary Engineering & Design Drawings														
2.3	Detailed Engineering & Design Drawings														M
3.0	Task 3 - New Lakeard Community Hall: Accessibility Feasibility Study & Fire Code Audit														
3.1	Pre-Consultation Meeting														
3.2	Site Review, Measurement, Investigation														
3.3	Base Plan Drawing Preparation														
3.4	Review Building Use, Develop & Assess Accessibility Alternatives														
3.5	Cost Estimating														
3.6	Fire Code Audit														
3.7	Summary Report														M

M Project Milestone / Deliverable

*Actual schedule subject to project award.

Appendix A





**City of Temiskaming Shores
PW-RFP-010-2018**

Fee Proposal for Accessibility Upgrades – City buildings

PW-RFP-010-2018

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, Greenview Environmental Management Limited
(Registered Company Name/Individuals Name)

Of, 13 Commerce Court, Bancroft, ON, K0L 1C0
(Registered Address and Postal Code)

Business:

Phone Number (613) - 332-0057

Fax Number (888) - 905-8873

We/I hereby offer to enter into an agreement to supply and deliver, as required in accordance to the proposal for a price of:

NL Arena Lump sum price before HST	\$ <u>20,470.00</u>
Phase 1 NL Community Hall before HST	\$
Phase 2 NL Community Hall before HST	\$ <u>28,519.00</u>
Phase 3 NL Community Hall before HST	\$
Phase 4 NL Community Hall before HST	\$



City of Temiskaming Shores
PW-RFP-010-2018
Fee Proposal for Accessibility Upgrades – City buildings

NON COLLUSION AFFIDAVIT

I/ We Greenview Environmental Management Limited the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

Such bid is genuine and is not a collusive or sham bid.

Neither the bidder nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with any other Bidder, firm or person to submit a collective or sham bid in connection with the work for which the attached bid has been submitted nor has it in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit or cost element of the bid price or the price of any bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Temiskaming Shores or any person interested in the proposed bid.

The price or prices quoted in the attached bid are fair and proper and not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

The bid, quotation or proposal of any person, company, corporation or organization that does attempt to influence the outcome of any City purchasing or disposal process will be disqualified, and the person, company, corporation or organization may be subject to exclusion or suspension.

Signed

Tyler H. Peters, P.Eng.

Company Name

Greenview Environmental Management Limited

Title

President



City of Temiskaming Shores

PW-RFP-010-2018

Fee Proposal for Accessibility Upgrades – City buildings

Conflict of Interest Declaration

Please check appropriate response:

- I/we hereby confirm that there is not nor was there any actual, or perceived conflict of interest in our quotation submission or performing/providing the Goods/Services required by the Agreement.
- The following is a list of situations, each of which may be a conflict of interest, or appears as potentially a conflict of interest in our Company's quotation submission or the contractual obligations under the Agreement.

List Situations:

In making this quotation submission, our Company has / has no (*strike out inapplicable portion*) knowledge of or the ability to avail ourselves of confidential information of the City (other than confidential information which may have been disclosed by the City in the normal course of the quotation process) and the confidential information was relevant to the Work/Services, their pricing or quotation evaluation process.

Dated at, Bancroft this 22nd day of June, 2018.

FIRM NAME: Greenview Environmental Management Limited

BIDDER'S AUTHORIZED OFFICIAL: Tyler H. Peters, P.Eng.

TITLE: President

SIGNATURE: 

Appendix B



Building Accessibility Studies Infrastructure Planning & Engineering

Client:

Municipality of Hastings Highlands

Maynooth, Ontario

Highlights:

- Comprehensive review of current and applicable legislation pertaining to building/facility accessibility
- Comprehensive review of over 30 existing municipal sites and buildings for legislated compliance
- Building code review and evaluation of compliance alternatives
- Remedial alternative development, analysis, cost estimation
- Evaluation of proposed accessibility upgrades compared to building life-cycle needs assessment, short and long-term building use

Description:

Greenview's team of municipal building specialists were retained to undertake a comprehensive review of existing municipal buildings/facilities with respect to existing and pending accessibility requirements for the Municipality of Hastings Highlands. For each location, general site, and building accessibility and barrier-free reviews were undertaken, to inform elements of building re-purposing and/or renewal strategic planning.

Using the benchmarking from the audit phase, the second phase of the project provides a strategic plan for the municipality to undertake short and long-range municipal building service replacement, and/or renewal as part of their upgraded asset management and capital improvement plans.



Key Services:

- ❑ Facility auditing, records review and cataloguing
- ❑ Accessibility review and assessment
- ❑ Barrier-free modification and compliance assessments
- ❑ Capital/lifecycle cost estimating, valuation
- ❑ Capital upgrade replacement strategic planning, financial impact analysis, and recommendation

Building Design & Engineering Recreation & Community Centres

Client:

Township of McNab / Braeside

County of Renfrew, Ontario

Highlights:

- Full-service, site optimization, building preliminary and detailed engineering and design, cost estimation, tendering/contracting, and contract administration services for the municipality for a community centre building replacement project
- Optimization of limited building area and space, integrating existing sports field, outdoor rink, basketball court, playground facilities
- Incorporated energy efficiency measures including, passive solar, natural daylighting, new and emerging HVAC technology review
- Incorporation and integration of design attributes and features as part of a municipal-wide building renewal strategy

Description:

Utilizing space needs provided by the Client, Greenview and its design team developed a building space program and design to replace the existing Braeside Recreation Centre in the Township.

Working closely with the municipality's building committee and staff, Greenview is advancing the detailed design of the project, based on committee review that meets the long-range use and budgetary needs of the local community and the municipality overall.

Detailed design is planned for completion in the summer of 2017, and construction is set to commence in fall of 2017, under Greenview's contract administration guidance and assistance.



Key Services:

- Site review, investigation, and evaluation
- Geotechnical investigations, engineering surveying
- Architectural, civil, structural, mechanical, plumbing, and electrical design
- Construction cost estimating and optimization
- Construction tendering and contracting
- Contract administration and advisory services

Building Design & Engineering

Centralized Municipal Servicing

Client:

Township of Douro-Dummer

County of Peterborough, Ontario

Highlights:

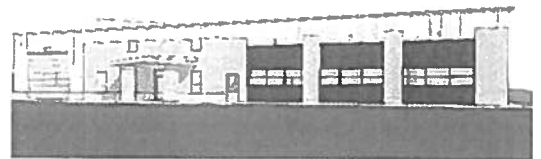
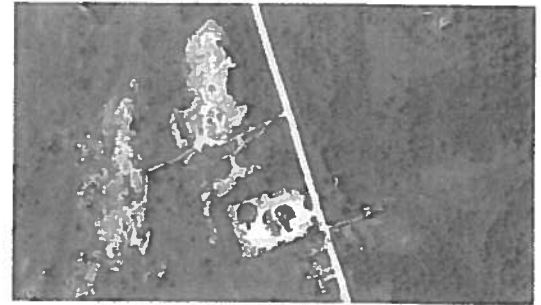
- Full-service, site evaluation, design, engineering, cost estimation, and project funding sourcing services for the municipality
- Integrated new and emerging, energy-efficient and renewable energy technologies into design
- Net-zero energy building (NZEB) design and engineering optimization, sourced funding
- Sustainable design and engineering approach, including maximized water conservation, envelope optimization, renewable energy systems

Description:

The Township of Douro-Dummer retained Greenview to undertake a full site and building design assignment focused on the centralization of municipal public works and fire and rescue servicing for the entire municipality from one, new site location.

A Municipally-owned, mined-out aggregate pit property was utilized for redevelopment as part of the project. Greenview developed the design for the site with the support of a municipal working group, focused on the project's planning and design needs with the overall objective to improve service and response times to ratepayers.

The project's design included a particular objective of achieving a Net-Zero Energy Building status, among other environmental benefits, consistent with the Township's sustainability commitments.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Pre-engineered metal building design
- ❑ Civil, structural, mechanical, plumbing, electrical and energy engineering
- ❑ Construction cost estimating and value optimization
- ❑ Project funding applications, consultation, liaison

Building Condition Studies

Infrastructure Planning & Engineering

Client:

Township of Lake of Bays

Dwight, Ontario

Highlights:

- Review of existing municipal industrial site and building condition, historical use, operating systems, evaluation.
- Assessment of structural condition, operating life estimation.
- Review of energy-consuming systems, condition, performance, efficiency.
- Evaluation of existing building re-purposing, renovation, or replacement, including cost and risk considerations.
- Development of short-term operational strategy to mitigate service interruptions, impact to ratepayers, operational cost.

Description:

Greenview's team of municipal building reviewers were retained to undertake a holistic review of existing municipal public works facilities for the Township of Lake of Bays, in the District of Muskoka. For each location, general site, building structural, HVAC, plumbing, and electrical condition reviews were undertaken, to inform building repurposing and/or renewal strategic planning.

For the Township's Dwight location, the results of the study recommended replacement of the existing works facility with a new, centralized public works depot, which moved to construction in 2016. The Township's other facilities were scheduled for future repurposing in 2017 and 2018.



Key Services:

- ❑ Facility auditing, records review and cataloguing
- ❑ Structural condition review and assessment
- ❑ HVAC condition review and assessment
- ❑ Fire and life safety condition review and assessment
- ❑ Capital/lifecycle cost estimating, valuation
- ❑ Capital upgrade replacement scheduling, coordination and recommendation

Building Design & Engineering Municipal Offices

Client:

Township of Greater Madawaska

County of Renfrew, Ontario

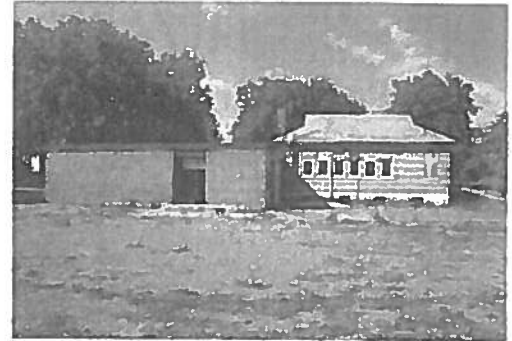
Highlights:

- Conversion of historic Calabogie Public School into new municipal administration offices and Council Chamber
- Conversion design accommodated growing staff and administrative needs of the municipality
- Integrated new and emerging energy efficient mechanical technologies for energy efficiency
- Maintained heritage aspects of the former school into the design

Description:

Working closely with the Township's working group, Greenview facilitated the architectural, structural, mechanical, and electrical servicing needs of the conversion of the historic Calabogie Public School into the Township's new municipal offices.

The school closed in 2009, and was built in several phases starting with the original schoolhouse in the early 1900's. As part of the design, special elements of the schoolhouse's original construction were maintained and enhanced, using contemporary design elements to highlight selected features of the project.



Key Services:

- ❑ Building condition review and energy audit
- ❑ Structural engineering review and analysis
- ❑ Heritage architectural review and design
- ❑ Multi-disciplinary engineering and design services
- ❑ Construction cost estimating and value engineering
- ❑ OBC General Review of construction

Building HVAC Renewals

Building Infrastructure Improvements

Client:

Ministry of Infrastructure

Province of Ontario

Highlights:

- Building investigative studies to assess building heating, ventilation and cooling system infrastructure and equipment deficiencies, needs, and renewal optimization
- Development of renewal alternatives and options, schematic design and engineering, energy efficiency review, initial cost estimation
- Detailed engineering and design of HVAC system renewals, including secondary engineering disciplines with electrical, structural as required
- Full-service tendering, contracting, and construction administration services to implement the preferred renewal solution

Description:

Greenview has been provides multi-level mechanical engineering and design services to the Ministry of Infrastructure for government building system renewals across central and eastern Ontario.

Depending on the assignment, Greenview works closely with provincial representatives and consultant teams to develop energy-efficiency and cost-effective HVAC building system renewals that meet current code and energy efficiency program objectives. Projects include institutional, administrative, and related ancillary service buildings.



Key Services:

- ❑ Building system review, investigation, testing and evaluation
- ❑ Building system reviews, testing, performance assessment
- ❑ Mechanical, electrical, structural design & engineering
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and advisory services

Building Design & Engineering Emergency Services

Client:

Municipality of Trent Lakes

County of Peterborough, Ontario

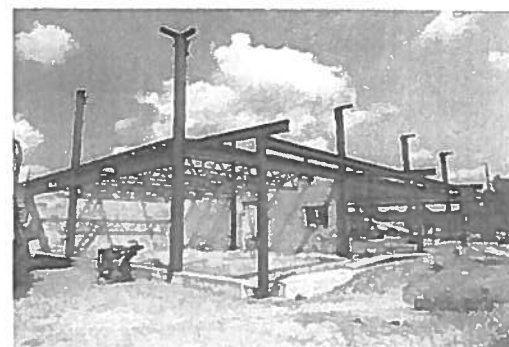
Highlights:

- Full-service, site evaluation, design, engineering, cost estimation, tendering/contracting, and contract administration services for the municipality
- Integrated new and emerging energy efficient and renewable energy technologies into design
- Incorporated passive solar, natural daylighting, and other low-cost design benefits
- Tendered and managed construction of the project within expected timelines and budget

Description:

The Municipality retained Evergreen/Greenview to assess a plan to utilize available space on municipal property adjacent to the municipal office for a new fire rescue facility. The new fire station was needed as a centralized facility for improved response times to emergencies, training, and optimize resources in the fire rescue needs of the municipality.

Working closely with a sub-committee of municipal staff, a complete project review and design was completed to meet not only the fire rescue needs of the municipality, but also address other important strategic planning requirements.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Conventional and pre-engineered metal building design
- ❑ Civil, structural, mechanical, plumbing, and electrical engineering
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and OBC General Review

Infrastructure Planning Asset Management Plans

Client:

Municipality of Highlands East

County of Haliburton, Ontario

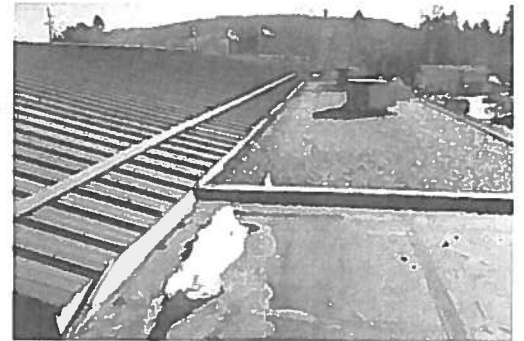
Highlights:

- Engineering reviews of infrastructure assets across the municipality
- Building condition reviews and assessments and reporting
- Water and wastewater infrastructure needs in a small, rural, municipalities
- Asset service levels, risk assessments, and management strategies
- Financial model development and forecasting/planning

Description:

Greenview's multi-disciplinary team of technical and experienced cost estimating personnel completed a number of unique, value-added, asset management plans to assist municipalities in their requirements for municipal standards and infrastructure funding eligibility.

Undertaking building condition reviews, roads needs assessments, bridge and large culvert inspections, water/wastewater servicing in a remote hamlet, and recreational infrastructure, the results were all included in the final plan for review and use in financial planning and annual budgeting on an annual basis.



Key Services:

- Financial reporting and auditing
- Road and water crossing needs assessment
- Building condition review and assessment
- Equipment, vehicles, systems review
- Capital cost estimating, valuation, forecasting, modelling
- On-going asset management, monitoring, reporting, valuation

Building Design & Engineering Public Works Depots

Client:

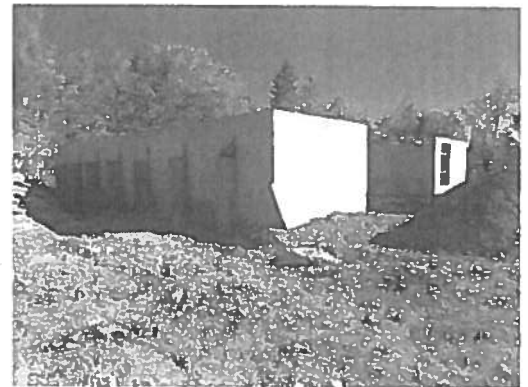
Township of McNab / Braeside

County of Renfrew, Ontario



Highlights:

- Full-service, site evaluation, preliminary design, cost estimation, tendering/contracting, and contract administration services for the municipality for a design-build project
- Integrated new and emerging energy efficient and renewable energy technologies into design
- Incorporated passive solar, natural daylighting, and other low-cost design benefits
- Tendered and managed construction of the project within expected timelines



Description:

With careful planning and budgeting, the Township retained Greenview to develop a strategy to optimise existing municipal lands for the construction of a new public works depot to service the northern portion of the municipality.

Working closely with operations staff to understand their needs, a complete road maintenance operational facility with a 3-bay garage and winter sand/salt structure was designed and constructed in 2015/16, with Greenview managing the project on behalf of the Township.



Key Services:

- ❑ Site review, investigation, and evaluation
- ❑ Geotechnical investigations, engineering surveying
- ❑ Conventional and pre-engineered metal building preliminary design
- ❑ Civil, structural, mechanical, plumbing, and electrical technical specification
- ❑ Construction cost estimating and optimization
- ❑ Construction tendering and contracting
- ❑ Contract administration and advisory services

Energy Management Planning Conservation and Demand Management

Client:

Municipality of Hastings Highlands

County of Hastings, Ontario

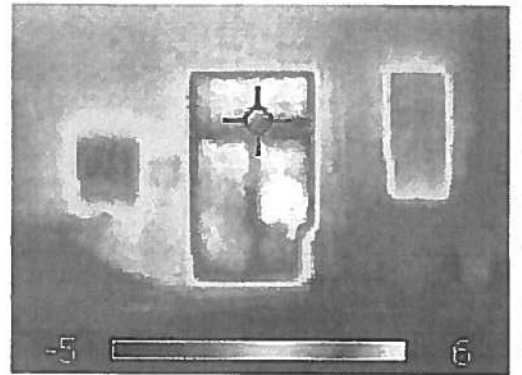
Highlights:

- Review of municipal building energy usage in accordance with O.Reg. 397/11
- Assessment of energy consumption and greenhouse gas (GHG) emissions
- Review of energy-consuming systems, condition, performance, efficiency, life cycle
- Develop a strategy for the improvement of high-energy building systems and components, deficiencies
- Prepare capital improvement plan, cost estimates, paybacks

Description:

Greenview team of energy specialists completed a multitude of energy conservation and demand management plans for municipalities and other sector clients, to review and assess excessive energy needs in the use and operation of buildings and facilities.

Utilizing Greenview's multi-faceted team of engineering and energy specialists, municipal buildings/facilities were evaluated for energy deficiencies in building envelope, mechanical systems, electrical services, and other energy-related equipment contributing to excessive energy usage and consumption, with realistic, balanced recommendations and solutions.



Key Services:

- ☐ Energy auditing and recordkeeping
- ☐ Building condition review and assessment
- ☐ Energy consumption and demand review
- ☐ Capital/lifecycle cost estimating, valuation, forecasting
- ☐ Focused/On-going energy monitoring, reporting, and evaluation

Tyler H. Peters, P.Eng.

Project Director

Summary:

Tyler has over eighteen (18) years of project development, management, and engineering experience on a variety of project types predominantly in Canada. Since 2003, Tyler has been engaged in long-range municipal infrastructure planning and development projects, primarily assisting small municipalities and private sector clients with infrastructure and energy-sector needs and regulatory compliance matters in central and eastern Ontario.

Tyler's experience with public and private sector clients has spanned the all facets of municipal assets, initially in environmental, and developing into multi-phase municipal infrastructure project development and management, to asset renewal and municipal operations optimization for small, rural, municipalities in Ontario.

Roles:	Principal, Business Development Leader Project Director / Leader Civil Engineer Client / Agency Liaison Construction Contract Specialist / Administration Leader						
Experience:	<table border="0"> <tr> <td style="vertical-align: top;">2005 – Present</td> <td>President/Project Director, Greenview Environmental Management Bancroft, ON</td> </tr> <tr> <td style="vertical-align: top;">2003 – 2005</td> <td>Municipal Solid Waste Group Leader, SGS Lakefield Research Limited Peterborough, ON</td> </tr> <tr> <td style="vertical-align: top;">1999 – 2003</td> <td>Construction Manager/Engineer, BBL Environmental Services Inc. Ann Arbor, MI, USA</td> </tr> </table>	2005 – Present	President/Project Director, Greenview Environmental Management Bancroft, ON	2003 – 2005	Municipal Solid Waste Group Leader, SGS Lakefield Research Limited Peterborough, ON	1999 – 2003	Construction Manager/Engineer, BBL Environmental Services Inc. Ann Arbor, MI, USA
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Education:	<table border="0"> <tr> <td style="vertical-align: top;">1999</td> <td>Bachelor of Science, Engineering, Queen's University, Kingston, ON</td> </tr> <tr> <td style="vertical-align: top;">1994</td> <td>Engineering Technician, Haileybury School of Mines, Haileybury, ON</td> </tr> </table>	1999	Bachelor of Science, Engineering, Queen's University, Kingston, ON	1994	Engineering Technician, Haileybury School of Mines, Haileybury, ON		
1999	Bachelor of Science, Engineering, Queen's University, Kingston, ON						
1994	Engineering Technician, Haileybury School of Mines, Haileybury, ON						

Selected Project Experience:

Buildings & Facilities:	<p>HVAC Replacement for Recreational Facility <i>DND/DCC CFB North Bay, 2018</i> Structural Engineering & Design, Coordination</p> <p>New Braeside Recreation Centre <i>Township of McNab/Braeside, 2016-2017</i> Site Development Planning, 4,300SF Building Design & Engineering, Construction Cost Estimation, Tendering, Contract Administration</p> <p>Centralized Public Works/Fire & Rescue Facility <i>Township of Douro-Dummer, 2016-2017</i> Site Development Planning, 26,000SF Building Design & Engineering, Construction Cost Estimation, Funding Sourcing</p> <p>HVAC Systems Renewal – Bancroft OPP <i>Ontario Ministry of Infrastructure, 2016-Present</i> Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Tendering/Contracting, Contract Administration</p> <p>Municipal Complex HVAC Study <i>Municipality of French River, 2014-Present</i> Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning</p>
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Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure, 2016
120,000SF Building Controls and Systems Evaluation Study, HVAC, BAS,
Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016
Site Evaluation, Preliminary Engineering, Tendering, and Contract
Administration

New Sales and Service Buildings

Private, 2015-Present
Site Evaluation, Site Plan Control, Design, Engineering, Tendering,
Contract Administration

Fire Station No. 4 - Nogies Creek

Municipality of Trent Lakes, 2014-2016
Site Evaluation, Design, Engineering, Cost Estimation, Tendering,
Contract Administration

Dorset PW Garage

Township of Algonquin Highlands, 2014-2015
Site Evaluation, Design, Engineering, Cost Estimation, Tendering,
Contract Administration

Ivanhoe PW Garage Expansion

Municipality of Centre Hastings, 2014
Site Evaluation, Design and Engineering, Permitting and Approvals

Wilberforce Library

Municipality of Highlands East, 2014
Site Evaluation, Design and Engineering

Design of New Office Space

Township of Greater Madawaska, 2012-2014
Design, Engineering, Tendering, Cost Estimating, Contract Administration

Design of Municipal Office Addition and Renovations

Township of Brudenell, Lyndoch and Raglan, 2013-2014
Design, Engineering, Cost Estimating, Tendering, Contract Administration

Municipal Energy Conservation and Demand Management

Various Municipalities/Clients, 2013-Present
Facility Review, Verification, Measurement, Optimization, Annual Reporting

Municipal Infrastructure:

Nicholson's Bridge Replacement

Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract
Administration, Permitting and Approvals

Jack's Creek Crossing

Township of Killaloe, Hagarty and Richards, 2015
Site Evaluation, Design, Engineering, Cost Estimating

Ridge Road / North Steenburg Lake Road Rehabilitation

Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Tendering, Contract Administration

**Municipal BB Recycling Optimization Project – Waste Transfer Station
Upgrades**

Town of Bancroft, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract
Administration, Permitting and Approvals, Public Liaison

Rehabilitation Design of Municipal Roads (Various)

Various Municipalities, 2014-Present
Design, Engineering, Tendering, and Contract Administration

Municipal Asset Management Planning

Various Municipalities, 2013-Present
Asset Condition Review, Repair/Replacement Estimation, Financial
Analysis and Planning, Annual Reporting and Updates

Faraday Landfill Leachate Management Project

Township of Faraday/Town of Bancroft, 2007-2013
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration, Approvals

Killaloe and Round Lake Waste Transfer Station Upgrades

Township of Killaloe, Hagarty and Richards, 2011-2012
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Waste Transfer Station Upgrades

Township of Greater Madawaska, 2008-2010
Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Waste Management Strategic Planning

Various Municipalities, 2004-Present
Strategic Planning, Design and Engineering, Procurement, Implementation

Municipal Peer Review Engineering

Various Municipalities, 2005-Present
Infrastructure Project Peer Review and Assessment

Environmental:

Landfill Annual Monitoring Programs – Various Waste Disposal Sites

Various Municipalities, >50 Sites, 2003 - Current
Groundwater, Surface Water, Landfill Gas, Waste Capacity Assessment, Operations, Compliance, MOECC Reporting, Long-Range Planning

Landfill Site Development/Expansion Design & Engineering

Various Municipalities
Site Evaluation/Assessment, Conceptual and Detailed Design, Landfill Area Optimization/Maximization, Environmental Compliance, Permitting & Approvals, Agency/Public Liaison, Implementation, Project Management

Phase I, II, & III Environmental Site Assessments (Various)

Private/Confidential
Site Evaluation, Subsurface Investigations (soil/groundwater), Sample Collection, Data Interpretation, Reporting, Remediation

Municipal Solid Waste Strategic Planning

Various Municipalities
Short-Term Compliance and Long-Range Strategic Planning for Municipalities for Integrated Waste Management Plans, Permitting & Approvals, Implementation, Project Management & Administration

Renewable Energy:

Alderville First Nation Solar Farm

Alderville First Nation, 2011-2014
Site Evaluation, Design, Engineering, Tendering, Contract Administration, Permitting and Approvals

FIT Solar PV Project Design/Build

Various, 2009-Present
Design, Engineering, Permitting, Construction

Professional Affiliations:

Professional Engineers Ontario (PEO)
Consulting Engineers Ontario (CEO)
Canadian Green Building Council (CaGBC)

Personal Interests/Affiliations:

Rep Team Coach, Bancroft District Minor Hockey Association
Coach, Recreational Soccer, Bancroft FC
Member, North Hastings Community Fish Hatchery

Henry S. Hutchison, P.Eng., BArch

Senior Project Engineer

Summary:

Henry has over eighteen (18) years of experience in holistic engineering and design experience, with a focus on buildings, structural engineering, and related systems. Since joining Greenview, Henry has focused his experience and knowledge in leading the technical engineering team at Greenview, applying his varied and extensive project experience and training in the core engineering, infrastructure design, and structural engineering fields primarily on projects in eastern Ontario.

A summary of Henry's experience and educational background is provided below.

Roles: Senior Project Engineer
Engineering Team Leader
Structural Engineer
Civil Designer
Client/Agency Liaison

Experience: 2012 – Present Greenview Environmental Management, Bancroft, Ontario
2011 – 2012 Civitas Architecture Inc., Ottawa, Ontario
2005 – 2011 Concentric Associates International Inc., Ottawa, Ontario
2003 – 2004 Dillon Consulting, Ottawa, Ontario
2000 – 2003 Trow Consulting Engineers Limited, Ottawa, Ontario

Education: 2000 Bachelor of Science, Engineering, Queen's University, Kingston, ON
1993 Bachelor of Architecture, University of Toronto, Toronto, ON

Selected Project Experience:

Buildings & Facilities:

HVAC Replacement for Recreational Facility

DND/DCC CFB North Bay, 2018
Structural Engineering & Design

Building Repurposing Study

Township of Wollaston, 2018
Structural Engineering Review, Post-Disaster Assessment/Review,
Reporting

New Braeside Recreation Centre

Township of McNab/Braeside, 2016-2017
Site Development Planning, 4,300SF Building Design & Engineering,
Construction Cost Estimation, Tendering, Contract Administration

Centralized Public Works/Fire & Rescue Facility

Township of Douro-Dummer, 2016-2017
Site Development Planning, 26,000SF Building Design & Engineering,
Construction Cost Estimation, Funding Sourcing

HVAC Systems Renewal – Bancroft OPP

Ontario Ministry of Infrastructure, 2016-2017
Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost
Estimation, Tendering/Contracting, Contract Administration



Professional Engineers
Ontario



Municipal Complex HVAC Study

Municipality of French River, 2014-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning

Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure

120,000SF Building Controls and Systems Evaluation Study, HVAC, BAS, Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016

Site Evaluation, Preliminary Engineering, Tendering, and Contract Administration

New Sales & Service Buildings

Private, 2016-Present

Site Evaluation, Site Plan Control, Design, Engineering, Tendering, and Contract Administration

Fire Station No. 4 - Nogies Creek

Municipality of Trent Lakes, 2014-2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Dorset PW Garage

Township of Algonquin Highlands, 2014-2015

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Building Space Optimisation Study

Township of Lake of Bays, 2015

Site Evaluation, Code Review, Conceptual Design Review, Cost Estimating

Building Condition & Renovation Study

Municipality of Trent Lakes, 2015

Site Evaluation, Code Review, Conceptual Design Review, Cost Estimating

Ivanhoe PW Garage Expansion

Municipality of Centre Hastings, 2014

Site Evaluation, Design and Engineering, Permitting and Approvals

Wilberforce Library

Municipality of Highlands East, 2014

Site Evaluation, Design and Engineering

Design of New Office Space

Township of Greater Madawaska, 2012-2014

Design, Engineering, Tendering, and Contract Administration

Design of Municipal Office Addition and Renovations

Township of Brudenell, Lyndoch and Raglan, 2013-2014

Design, Engineering, Cost Estimating, Tendering, Contract Administration

Municipal Infrastructure:

Nicholson's Bridge Replacement

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Permitting and Approvals

Jack's Creek Crossing

Township of Killaloe, Hagarty and Richards, 2015

Site Evaluation, Design, Engineering, Cost Estimation

Ridge Road / North Steenburg Lake Road Rehabilitation

Township of Wollaston, 2016

Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Municipal BB Recycling Optimization Project – Waste Transfer Station Upgrades

Town of Bancroft, 2016

Henry S. Hutchison, P.Eng., BArch.

Site Evaluation, Design, Engineering, Cost Estimating, Tendering, and Contract Administration, Permitting and Approvals, Public Liaison

Rehabilitation of Flat Road

Township of Greater Madawaska, 2014

Design, Engineering, Tendering, and Contract Administration

Rehabilitation of Lower Faraday Road

Township of Wollaston, 2014

Design, Engineering, Tendering Assistance

Municipal Asset Management Planning

Various Municipalities, 2013-Present

Asset Condition Review, Repair/Replacement Estimation, Financial Analysis and Planning, Annual Reporting and Updates

Faraday Landfill Leachate Management Project

Township of Faraday/Town of Bancroft, 2007-2013

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration, Approvals

Killaloe Waste Transfer Station Upgrades

Township of Killaloe, Hagarty and Richards, 2011-2012

Site Evaluation, Design, Engineering, Tendering, and Contract Administration, Project Management & Administration

Municipal Peer Review Engineering

Various Municipalities, 2005-Present

Infrastructure Project Peer Review and Assessment

Renewable Energy:

Alderville First Nation Solar Farm

Alderville First Nation, 2011-2014

Site Evaluation, Design, Engineering, Tendering, Contract Administration, Permitting and Approvals

FIT Solar PV Project Design/Build

Various, 2012-Present

Structural Design, Engineering, Permitting, Construction

Professional Affiliations:

Professional Engineers Ontario (PEO)

Consulting Engineers Ontario (CEO)

Canadian Green Building Council (CaGBC)

Noella A. Floyd

Project Coordinator / Designer

Summary:

Since joining Greenview in 2015, Noella has been fulfilling a key project design, coordination, and contract administration role on a number of important projects for Greenview. Noella's background in architectural design, strengths in organization, and attention to detail provides Greenview's clients with a valuable resource on their projects.

Roles: Project Coordinator / Designer
Computer-Aided Design
Construction Contract Preparation and Coordination
Contract Administrator / Clerk

Experience: 2015 – Present Greenview Environmental Management, Bancroft, ON

Education: 2013 - 2014 Architectural Technology, Algonquin College, Ottawa, ON

Selected Project Experience:

Buildings & Facilities:

New Commercial Sales and Service Buildings

Private, 2016-Present

Site Evaluation, Site Plan Control, Site/Building Design, Engineering, Tendering, Permitting and Approvals, Contract Administration

New Braeside Recreation Centre

Township of McNab/Braeside, 2016-Present

Site Development Planning, 4,300SF Building Design & Engineering, Construction Cost Estimation, Tendering, Contract Administration

Centralized Public Works/Fire & Rescue Facility

Township of Douro-Dummer, 2016-2017

Site Development Planning, 26,000SF Building Design & Engineering, Construction Cost Estimation, Funding Sourcing

HVAC Systems Renewal – Bancroft OPP

Ontario Ministry of Infrastructure, 2016-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Tendering/Contracting, Contract Administration

Municipal Complex HVAC System Renewal

Municipality of French River, 2014-Present

Building HVAC, Controls, and Systems Evaluation Study, Remedial Cost Estimation, Energy Conservation Audit, Capital Upgrade Planning

Ottawa-Carleton Detention Centre Building Study

Ontario Ministry of Infrastructure, 2016

Building Controls and Systems Evaluation Study, HVAC, BAS, Fire/Life Safety Audit, Cost Estimation, Capital Upgrade Planning

Braeside PW Garage and Sand/Salt Storage Structure

Township of McNab/Braeside, 2015-2016

Site Evaluation, Preliminary Engineering, Tendering, and Contract Administration



Fire Station No. 4 - Nogies Creek
Municipality of Trent Lakes, 2014-2016
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Dorset PW Garage
Township of Algonquin Highlands, 2014-2015
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Ginza Rink Community Centre Energy Upgrades
Township of Greater Madawaska, 2015
Site Evaluation and Design

Heritage Point Washroom Design
Township of Greater Madawaska, 2015
Site Evaluation and Design

Infrastructure:

Rehabilitation/Reconstruction of Johnston Road
Township of Horton, 2017-Current
Site Evaluation, Design, Engineering, Contract Administration

Ridge Road / North Steenburg Lake Road Rehabilitation
Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Tendering, and Contract Administration

Municipal BB Recycling Optimization Project – Waste Transfer Station Upgrades
Town of Bancroft, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, and Contract Administration, Permitting and Approvals, Public Liaison

Nicholson's Bridge Rehabilitation
Township of Wollaston, 2016
Site Evaluation, Design, Engineering, Cost Estimating, Tendering, Contract Administration, Permitting and Approvals



ROB SUPPA, P.ENG.

CURRICULUM VITAE

PROFILE:

Mr. Suppa is a senior engineer and principal of Steenhof Mechanical and Electrical Services, bringing with him 18 years of experience in electrical building systems design, including power, lighting, emergency generation, fire alarm, life safety and communications. Mr. Suppa has excellent leadership, analytical, problem solving, project management, and design skills. His insightful and practical approach to managing engineering projects ensures continuity of service, from systems design and coordination through to construction and project supervision.

Mr. Suppa supervises the design and management of projects with direct client interface and consulting. He is responsible for monitoring project schedules and participates in the design, analysis, and preparation of drawings and specifications for various projects.

Summary of key skills and experiences:

- Sr. Electrical Engineer and President / Principle of Steenhof Mechanical and Electrical Services
- Providing electrical engineering (lighting, emergency generation, life safety, fire alarm, power distribution, communications) for buildings including residential, multi-residential, commercial, institutional, industrial and complex modular structures
- Managing and providing electrical design of low to medium voltage connection details to power grid and grid-tied Solar PV Array Design (DC, AD, and utility connection)
- Mentoring, supervising, developing training plans and evaluating performance for Electrical Engineering Interns (EIT) and Design Technologists

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS:

Professional Engineers of Ontario – P.Eng.

Association of Professional Engineers, Geologists, and Geophysicists of Alberta

Professional Engineers and Geoscientists of Newfoundland and Labrador

Association of Professional Engineers of Prince Edward Island

Northwest Territories and Nunavut Association of Professional Engineers and Geoscientists

EDUCATION:

2000 Queen's University - Bachelor of Science – Electrical Engineering

PROFESSIONAL EXPERIENCE:

Mr. Suppa has gained considerable experience and has an invaluable background as an electrical engineer in the consulting industry. Upon graduation from University, he began as an engineering in training and has since held various sr. engineering management and principle positions prior to his current position as president of Steenhof Mechanical and Electrical Services.

PROFILE:

Mr. Woods has over 9 years of experience in engineering design and management. Throughout his career, he has gained the ability to provide efficient, and cost effective engineering solutions for mechanical building systems including plumbing, heating, ventilation and air conditioning. Mr. Woods has excellent leadership, analytical, problem solving, and project management skills that makes him a valuable member of any multidisciplinary design team.

Mr. Woods leads the SMES North Bay Mechanical Division. He is responsible for developing project scope through direct client consultations, establishing the mechanical system design basis, and advancing design development through coordination with design and drafting teams.

PROFESSIONAL AFFILIATIONS & CERTIFICATIONS:

Professional Engineers of Ontario – P.Eng.

EDUCATION:

- 2008 Bachelor of Science, Mechanical Engineering
University of New Brunswick, Fredericton, New Brunswick
- 2004 Bachelor of Science, Fire Science
Lake Superior State University, Sault St. Marie, Michigan

PROFESSIONAL EXPERIENCE:

- Mechanical building system design including heating, ventilation and air conditioning (HVAC) systems, plumbing and drainage systems, building management systems.
- Feasibility studies comparing mechanical systems, capital investment payback calculations and development of recommendations based on expected service life of equipment compared with estimated payback.
- Static review and functional verification of various mechanical and electrical systems upon completion of installation.
- Extensive experience in interpreting and applying requirements set forth in various Codes and Standards including the Ontario building Code, Ontario Fire Code, ASHRAE Ventilations Standards, NFPA standards.

RELAVENT PROJECT EXPERIENCE:

- CFB North Bay – Building 23 Squash Court HVAC and Building Automation Controls Upgrade
- Conseil scolaire catholique Franco-Nord – Board Office HVAC and Controls Upgrade
- North Bay Courthouse – Building Automation and Controls Upgrade
- 590 Graham Drive, North Bay – Indoor HVAC Systems and Controls Upgrade

Appendix C



SUMMARY OF INSURANCE

This is to certify to: Whom It May Concern

That policies of insurance as herein described have been issued to the Named Insured as noted and are in full force and effect as of the dates stated below.

Named Insured: Greenview Environmental Management Limited
Box 100
Bancroft, ON K0L 1C0

Insurance Company: Northbridge (CGL)
Economical (Auto)

Type of Policy	Expiry Date	Limit
Commercial General Liability Form Policy # CBC0654418	February 1, 2019	\$5,000,000. Inclusive Limit \$5,000,000. Aggregate
Automobile Liability Policy # 20267116	August 4, 2018	\$5,000,000. Limit

Note: The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This summary is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

McDougall Insurance Brokers Limited
Belleville, Ontario

January 15, 2018

McDougall Insurance Brokers Ltd.

Betsy Bennon, Authorized Representative

SUMMARY OF INSURANCE

This is to certify to: Whom It May Concern

That policies of insurance as herein described have been issued to the Named Insured as noted and are in full force and effect as of the dates stated below.

Named Insured: Greenview Environmental Management Limited
Box 100
Bancroft, ON K0L 1C0

Insurance Company: Certain Lloyd's Underwriters Under Contract NO. PG480/17-PC
And The Sovereign General Insurance Company

Type of Policy	Expiry Date	Limit
Errors & Omissions Insurance Liability Policy Policy #AV00841-01	2019/01/21	\$2,000,000 Each Claim \$2,000,000 Aggregate

Note: The insurance afforded is subject to the terms, conditions and exclusions of the applicable policy. This summary is issued as a matter of information only and confers no rights on the holder and imposes no liability on the Insurer.

McDougall Insurance Brokers Limited
Belleville, Ontario

January 15, 2018


~~McDougall Insurance Brokers Ltd.~~
Betsy Bannon, Authorized Representative

Per: _____

Clearance Certificate / Certificat de décharge

Contractor Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur	Contractor Address / Adresse de l'entrepreneur	Contractor Classification Unit and Description / Unité de classification de l'entrepreneur et description	Principal Legal / Trade Name / Appellation commerciale ou raison sociale de l'entrepreneur principal	Principal Address / Adresse de l'entrepreneur principal	Clearance certificate number / Numéro du certificat de décharge	Validity period (dd- mmm-yyyy) / Période de validité (jj/mm/aaaa)
GREENVIEW ENVIRONMENTAL MANAGEMENT LIMITED	13 COMMERCE CRT PO BOX 100, BANCROFT, ON, K0L1C0, CA	7752-000: Offices of Engineers	THE CORPORATION OF THE CITY OF TEMISKAMING SHORES / CITY OF TEMISKAMING SHORES	PO BOX 2050, HAILEYBURY, ON, P0J1K0, CA	E200000EMNJX	25-Jun-2018 to 19-Nov- 2018

Appendix D





Statement of Service Conditions and Limitations

Provision of Services and Payment

Upon documented acceptance of Greenview's proposed services, costs and associated terms by the client, Greenview may commence work on the proposed services directly. Upon retention of Greenview's services related to this project, the client agrees to remit payment for the services rendered for the specified period within (30) days of receipt as invoiced by Greenview on a typical monthly basis, unless otherwise arranged between the client and Greenview. In the event of non-payment by the client, Greenview reserves the right, without external influence or expense, to discontinue services and retain any documentation, data, reports, or other project information until such time as payment is received by Greenview.

Warranty, Limitations, and Reliance

Greenview relies on background and historical information from the client to determine the appropriate scope of services to meet the client's objectives, in accordance with applicable legislation, guidelines, industry practices, and accepted methodologies.

Greenview provides its services under the specific terms and conditions of a specific proposal (and where necessary formal contract), in accordance with the above requirements and the *Limitations Act 2002*, as amended, only.

The hypotheses, results, conclusions, and recommendations presented in documentation authored by Greenview are founded on the information provided by the client to Greenview in preparation for the work. Facts, conditions, and circumstances discovered by Greenview during the performance of the work requested by the client are assumed by Greenview to be part of preparatory information provided by the client as part of the proposal stage of the project. Greenview assumes that, until notified or discovered otherwise, that the information provided by, or obtained by Greenview from, the client is factual, accurate, and represents a true depiction of the circumstances that exist related to the time of the work.

Greenview relies on its clients to inform Greenview if there are changes to any related information to the work. Greenview does not review, analyze or attempt to verify the accuracy or completeness of the information or materials provided, or circumstances encountered, other than in accordance with applicable accepted industry practice. Greenview will not be responsible for matters arising from incomplete, incorrect or misleading information or from facts or circumstances that are not fully disclosed to or that are concealed from Greenview during the period that services, work, or documentation preparation was performed by Greenview.

Facts, conditions, information and circumstances may vary with time and locations and Greenview's work is based on a review of such matters as they existed at the particular time and location indicated in its documentation. No assurance is made by Greenview that the facts, conditions, information, circumstances or any underlying assumptions made by Greenview in connection with the work performed will not change after the work is completed and documentation is submitted. If any such changes occur or additional information is obtained, Greenview should be advised and requested to consider if the changes or additional information affect its findings or results.

When preparing documentation, Greenview considers applicable legislation, regulations, governmental guidelines and policies to the extent they are within its knowledge, but Greenview is not

qualified to advise with respect to legal matters. The presentation of information regarding applicable legislation, regulations, not intended to and should not be interpreted as constituting a legal opinion concerning the work completed or conditions outlined in a report. All legal matters should be reviewed and considered by an appropriately qualified legal practitioner.

Greenview's services, work and reports are provided solely for the exclusive use of the client which has retained the services of Greenview and to which its reports are addressed. Greenview is not responsible for the use of its services, work or reports by any other party, or for the reliance on, or for any decision which is made by any party using the services or work performed by or a report prepared by Greenview without Greenview's express written consent. Any party that uses, relies on, or makes a decision based on services or work performed by Greenview or a report prepared by Greenview without Greenview's express written consent, does so at its own risk. Except as set out herein, Greenview specifically disclaims any liability or responsibility to any third party for any loss, damage, expense, fine, penalty or other such thing which may arise or result from the use of, reliance on or decision based on any information, recommendation or other matter arising from the services, work or reports provided by Greenview.

Site Reviews and Assessments

A site assessment is created using data and information collected during the investigation of a site and based on conditions encountered at the time and particular locations at which fieldwork is conducted. The information, sample results and data collected represent the conditions only at the specific times at which and at those specific locations from which the information, samples and data were obtained and the information, sample results and data may vary at other locations and times. To the extent that Greenview's work or report considers any locations or times other than those from which information, sample results and data were specifically received, the work or report is based on a reasonable extrapolation from such information, sample results and data but the actual conditions encountered may vary from those based on extrapolations.

Only conditions, and substances, at the site and locations chosen for study by the client are evaluated; no adjacent or other properties are evaluated unless specifically requested by the client. Any physical or other aspects of the site that were not chosen for study by the client, or any other matter not specifically addressed in a report prepared by Greenview, are beyond the scope of the work performed by Greenview and such matters have not been investigated or addressed.

Confidentiality

Greenview provides proposals, reports, assessments, designs, and any other work for the sole party identified as the client or potential client in the case of proposals.

For proposals specifically, the information contained therein is confidential, proprietary information, and shall not be reproduced or disclosed to any other party than to that of the addressee of the original proposal submission, without prior written permission of Greenview.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-113

**Being a by-law to enter into a Cost Sharing Agreement with
2373775 Ontario Inc. for the upgrading of the sanitary sewer
system associated with the Beach Garden Development**

Whereas under Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, the powers of a municipality shall be interpreted broadly to enable it to govern its affairs as it considers appropriate and to enhance the municipality's ability to responds to municipal issues;

And whereas under Section 9 of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

And whereas under Section 10 (1) of the Municipal Act, 2001, S.O. 2001, c.25, as amended, a single-tier municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

And whereas Council considered Memo No. 023-2018-CS at the July 10, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system associated with the Beach Gardens Development for consideration at the July 10, 2018 Regular Council meeting;

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

1. That Council authorizes the entering into a Cost Sharing Agreement with 2373775 Ontario Inc. for the upgrading of the sanitary sewer system that traverses the proposed development, 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 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2018-113

Cost Sharing Agreement with 2373775 Ontario Inc.

COST SHARING AGREEMENT

THIS AGREEMENT is made this 28 day of June, 2018

BETWEEN:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES
325 Farr Drive, Box 2050, Haileybury, Ontario P0J 1K0
(hereinafter referred to as the "City")

OF THE FIRST PART

-and-

2373775 ONTARIO INC.
46 Lakeshore Road, Box 1551, New Liskeard, Ontario P0J 1P0

OF THE SECOND PART

WITNESS THAT:

WHEREAS, 2373775 ONTARIO INC.

wishes to develop the property legally described as that in Schedule "A" (the "Lands") and informally known as and hereinafter referred to as the "Beach Garden" property (the "Development").

AND WHEREAS antecedent to entering into a development agreement with the City, 2373775 Ontario Inc. wishes to upgrade the sanitary sewer which traverses the Development.

AND WHEREAS the City and 2373775 Ontario Inc. . have agreed to enter into the within cost sharing agreement for the payment of the costs of the required upgrades to the sewer main as outlined by EXP Services Inc. in its Beach Gardens – Preliminary Site Servicing and Design Brief dated March 8, 2018 which is attached as Schedule "C" (the "Exp Report") and in accordance with the Environmental Compliance Approval No.1355-9NCGPW dated August 29, 2014 which is attached as Schedule "D" (the "ECA");

AND WHEREAS the City has agreed to contribute the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) to the upgrading of the sanitary sewer.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the promises and the covenants herein contained, the Parties hereto hereby mutually agree as follows:

1. 2373775 Ontario Inc. . will perform and complete the installation of new sanitary sewer (the "Sewer Upgrade Project") to service the Development exactly in accordance with the specifications set out in the EXP Report, the ECA, all existing laws including municipal by-laws, requirements of the City and at the direction of the City, and subject to 2373775 Ontario Inc entering into an agreement with Hydro One with respect to their portion of the project
2. The Parties understand and agree that the Sewer Upgrade Project includes the detailed design, engineering, and construction including management, labour and materials required to upgrade the existing 200 mm sanitary sewer main to a 250 mm sewer main. The sewer main to be upgraded originates south of Radley Hill Road in the City of Temiskaming Shores and stretches across the Development by way of an easement bearing instrument number LT267120 set out in the attached Schedule "B" (the "Easement Lands").
3. The Sewer Upgrade Project shall be consistent with and integrated into the existing sanitary sewer system of the City and all adjoining properties in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
4. The Sewer Upgrade Project shall be consistent with and contain sufficient capacity to accommodate a multi-unit development of the Development up to a maximum of twenty-one (21) units as outlined in Schedule "C" and in accordance with existing laws including municipal by-laws, the EXP Report, the ECA and the requirements of the City.
5. Nothing in this agreement shall be construed so as to prevent or preclude 2373775 Ontario Inc. from undertaking such parallel, preparatory installations as may be deemed advisable which may include but not be limited to water, gas or hydro installations in contemplation of future development, provided that all such installations are completed in accordance with all existing laws including municipal by-laws, requirements of the City and at the direction of the City.
6. The parties hereto agree that time shall be of the essence with respect to the completion of this agreement and the Sewer Upgrade Project shall in any event be completed by no later than December 31st, 2018.
7. That the City shall pay to 2373775 Ontario Inc. the aggregate sum of EIGHTY THOUSAND DOLLARS (\$80,000.00) (the "City Contribution") within fifteen days of the completion, inspection and acceptance by the City of the Sewer

Upgrade Project. The City shall not incur any expense for the development of the Lands in excess of the City Contribution.

8. 2373775 Ontario Inc. shall obtain prior to the commencement of any construction, and shall maintain and keep in force, a policy of insurance against claims for personal injury, death or property damage or third party or public liability claims arising from any accident or occurrence upon, on or about the Lands and from any cause, including the risks occasioned by the construction and installation of the Sewer Upgrade Project and to an amount of not less than \$5,000,000.00.
9. The aforesaid insurance policy shall also insure against loss and damage to the Sewer Upgrade Project with respect to fire and all other perils from time to time customarily included in the usual extended coverage endorsements upon fire policies applicable to similar properties for the full insurable value.
10. 2373775 Ontario Inc. shall indemnify and save harmless and defend the City against any and all claims, actions, damages, losses, liabilities and expenses which may arise directly or indirectly by reason of the completion of the Sewer Upgrade Project occasioned wholly or in part by any act or omission of 2373775 Ontario Inc., its officers, employees, agents, contractors, invitees, licensees or by any person permitted by 2373775 Ontario Inc., to attend at or work on the Sewer Upgrade Project or due to or arising out of any breach of this Agreement. The Parties agree and acknowledge that the within clause applies only to the design and construction of the Sewer Upgrade Project and not to the operation and maintenance of the main by the City.
11. No approval of the design drawings and working drawings, including without limitation the design drawings in respect of the Sewer Upgrade Project shall make the City or its officers, servants or agents liable to 2373775 Ontario Inc. for the safety, adequacy, soundness or sufficiency of such design or construction, nor shall the giving of such approval constitute a waiver by the City of any duty or liability owed by 2373775 Ontario Inc. to the City, its officers, servants or agents by reason of this Agreement or otherwise.
12. Where the work of 2373775 Ontario Inc. is subject to the approval or review of an authority, government department, or agency other than the City, preparation of applications for approval or review shall be the responsibility of 2373775 Ontario Inc. but shall be subject to the review and approval of the City prior to submission.
13. The Sewer Upgrade Project and all related improvements are, and shall be, a fixture upon the Easement Lands and shall, upon installation, immediately become the absolute property of the City.

14. If 2373775 Ontario Inc. fail or refuse for any reason to comply with any requirements of this Agreement, 2373775 Ontario Inc. shall be in default of this Agreement and the City may, on ten (10) days notice, require 2373775 Ontario Inc. to remedy the default, failing which the City may, without further notice and without prejudice to any other rights and remedies available to it, do such things and perform such work as is necessary to rectify the default. Any actions taken or work performed by the City to rectify the default shall be done as an agent for 2373775 Ontario Inc. and at the cost of 2373775 Ontario Inc.
15. If any section, clause or provision of this Agreement is for any reason declared by a Court of competent jurisdiction to be invalid, the same shall not affect the validity of the Agreement as a whole or any part thereof, other than the section, clause, or provision so declared to be invalid and it is hereby declared to be the intention that all the remaining sections, clauses or provisions of this Agreement shall remain in full force and effect, notwithstanding that one or more provisions thereof shall be declared to be invalid.
16. The failure of the City to enforce at any time any of the provisions of this Agreement or any of its rights in respect thereto or to insist upon strict adherence to any term of this Agreement shall not be considered to be a waiver of such provision, right or term or in any way to affect the validity of this Agreement or deprive the City of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement. The exercise of any right under this Agreement shall not preclude or prejudice the City from exercising any other right it may have under this Agreement, irrespective of any previous action or proceeding taken by it hereunder.
17. This Agreement shall enure to the benefit of and be binding upon the personal representatives, successors and assigns of the parties.
18. This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable herein.

Next page signing page

IN WITNESS HEREOF, the Parties have hereunto executed the Cost Sharing Agreement by the hands of their authorized officers.

DATED this day of June, 2018 at the City of Temiskaming Shores.

The Corporation of the City of
Temiskaming Shores

per:

Witness:

Carman Kidd - Mayor
I have the authority to bind the corporation

The Corporation of the City of
Temiskaming Shores

per:

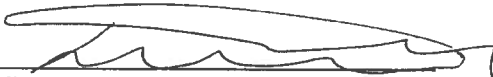
Witness:

David B. Treen- Municipal Clerk
I have the authority to bind the corporation

2373775 Ontario Inc.

per:

Witness:



Patrick Rivard - Vice President
I have the authority to bind the corporation

Schedule "A" - Legal Description of Development Lands

PCL 7950 SEC NND; LT 5 PL M79NB DYMOND EXCEPT LT91023, PT 9 & 10 54R2668, PT1 to 4 54R3075 S/T LT267120; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0217 (LT)

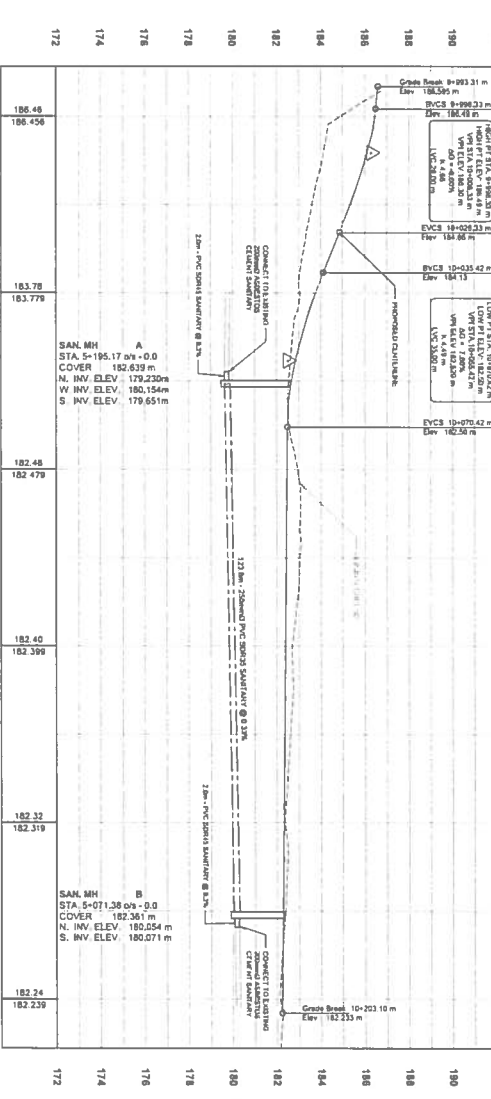
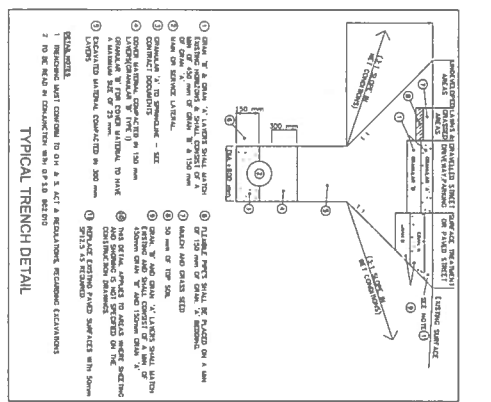
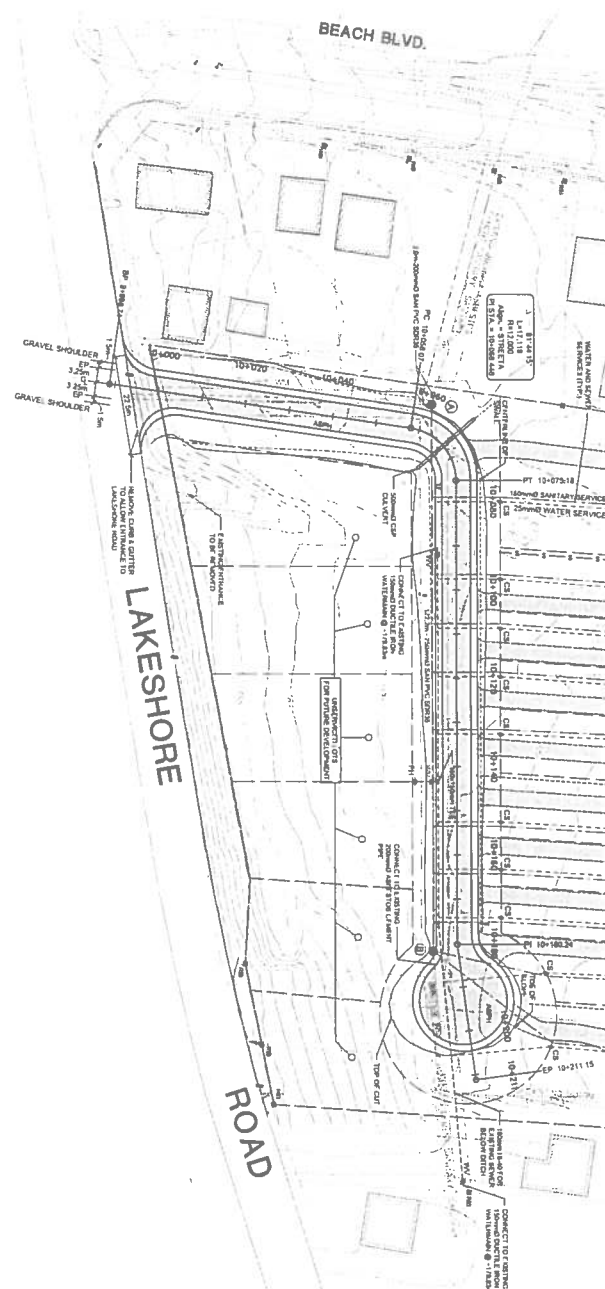
PCL 4904 SEC SST; PT BLK C PL M79NB DYMOND AS IN LT58251 EXCEPT PT 4 to 855R2668, S/T LT267120; TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

PCL9064 SEC SST; PT BLK C PL M79NB DYMOND SRO AS IN LT90305 S/T LT61457TEMISKAMING SHORES, DISTRICT OF TIMISKAMING (PIN 61339-0135 (LT)

Schedule "B" – Easement - Instrument No. LT267120

Schedule "C" – EXP Services Inc.: Beach Gardens – Preliminary Site Servicing and Design Brief

Schedule "D" - Environmental Compliance Approval No.1355-9NCGPW



NO.	DATE	DESCRIPTION	BY	CHKD
1	2018	ISSUED FOR PERMIT	MM	MM
2	2018	REVISION	MM	MM

PROJECT TITLE: BEACH GARDENS INFRASTRUCTURE REQUIREMENTS FOR COST SHARING PROPOSAL
 PROJECT NO.: NWL-01801006
 DRAWING TITLE: BEACH GARDENS INFRASTRUCTURE REQUIREMENTS FOR COST SHARING PROPOSAL
 SCALE: AS SHOWN
 SHEET NO.: 47-444B
 SHEET TOTAL: 47-444B
 DATE: 1/2018
 DRAWN BY: MJD/JK
 CHECKED BY: 2



BEACH BLVD.

LAKE SHORE

ROAD



NOTES:
 1. ALL SANITARY SERVICES TO BE 150MM
 AND ALL WATER SERVICES TO BE 250MM
 IN 90° DWV DRINK.
 2. ALL SANITARY SERVICES TO BE 150MM
 AND ALL WATER SERVICES TO BE 250MM
 IN 90° DWV DRINK.

Transfer/Deed of Land

SCHEDULE D

Form 1 - Land Registration Reform Act, 1984

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">267120</p> <p style="text-align: center; font-weight: bold;">JAN 16 P 3 08</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF RECEIPT CERTIFICAT DE RÉCÉPISSE</p> <p style="text-align: center; font-size: small;">RECEIVED AT REGISTRY OF LANDS (A) TREASURERS NO. 54 KING'S COLLEGE</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: 1.5em; font-weight: bold;">NIL</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 4 pages</p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p> <p>(4) Consideration TWO DOLLARS 00/100 Dollars \$ 2.00</p> <p>(5) Description This is a: Property Division <input type="checkbox"/> Property Consolidation <input type="checkbox"/> Parcel 4904 SST Part of Block C, Plan M-79 (NB) Designated as Part 2 on 54R-1614 Parcel 7950 NND Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578 Municipality of New Liskeard</p> <p>The lands to be benefitted by this easement is the Head Office of the Transferee.</p>
--	--

<p>(6) This Document Contains</p> <p>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></p> <p>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></p>	<p>(7) Interest/Estate Transferred Fee Simple Easement</p>
--	--

(8) Transferor(s) The transferor hereby transfers the land to the transferee and certifies that the transferor is at least eighteen years old and that I am not a spouse.

Name(s) WHITE, Elizabeth Ann Signature(s) Elizabeth Ann White Date of Signature 1990 04 19

(9) Spouse(s) of Transferor(s) I hereby consent to this transaction

Name(s) Signature(s) Date of Signature

(10) Transferor(s) Address for Service Box 583, New Liskeard, Ontario P0J 1P0

(11) Transferee(s) THE CORPORATION OF THE TOWN OF NEW LISKEARD Date of Birth

(12) Transferee(s) Address for Service Box 730, New Liskeard, Ontario P0J 1P0

(13) Transferor(s) The transferor verifies that to the best of the transferor's knowledge and belief, this transfer does not contravene section 49 of the Planning Act, 1983.

Signature Date of Signature

Solicitor for Transferor(s) I have explained the effect of section 49 of the Planning Act, 1983 to the transferor and I have made inquiries of the transferor to determine that this transfer does not contravene that section and based on the information supplied by the transferor, to the best of my knowledge and belief, this transfer does not contravene that section. I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature

(14) Solicitor for Transferee(s) I have investigated the title to this land and to abutting land where relevant and I am satisfied that the title records reveal no contravention as set out in subclause 49 (21a) (c) (ii) of the Planning Act, 1983 and that to the best of my knowledge and belief this transfer does not contravene section 49 of the Planning Act 1983. I act independently of the solicitor for the transferor(s) and I am an Ontario solicitor in good standing.

Name and Address of Solicitor Signature Date of Signature

<p>(15) Assessment Roll Number of Property</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="font-size: small;">City</td> <td style="font-size: small;">Mun.</td> <td style="font-size: small;">Map</td> <td style="font-size: small;">Sub.</td> <td style="font-size: small;">Par.</td> </tr> <tr> <td>54</td> <td>18</td> <td>000</td> <td>008</td> <td>07700</td> </tr> </table> <p>(16) Municipal Address of Property 415 Lakeshore Road New Liskeard, Ontario P0J 1P0</p> <p>(17) Document Prepared by: Theodore R. Byck Byck, Hoyles & Grant Box 760, New Liskeard, Ontario P0J 1P0 /mc</p>	City	Mun.	Map	Sub.	Par.	54	18	000	008	07700	<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="font-size: small;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="font-size: small;">Registration Fee</td> <td style="text-align: right;">25.00</td> </tr> <tr> <td style="font-size: small;">Land Transfer Tax</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="font-size: small;">Pest x 1</td> <td style="text-align: right;">3.00</td> </tr> <tr> <td style="font-size: small;">Total</td> <td></td> </tr> </tbody> </table>	Fees and Tax		Registration Fee	25.00	Land Transfer Tax	0	Pest x 1	3.00	Total	
City	Mun.	Map	Sub.	Par.																	
54	18	000	008	07700																	
Fees and Tax																					
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Land Transfer Tax	0																				
Pest x 1	3.00																				
Total																					

Desired Property Identifier(s) and/or Other Information

PROVISIONS OF EASEMENTS

For the servants, agents, contractors, and workmen of and other persons duly authorized by the Corporation, at all times and from time to time to pass and repass with all plant, machinery, material, vehicles and equipment as may be necessary to enter and lay down, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition, remove, replace, relocate, reconstruct, supplement and operate one or more water mains or any part thereof, including all appurtenances necessary or incidental thereto, on, in, across, under and through the aforesaid lands (herein called the "strip") owned by the Transferor in perpetuity.

Upon completion of the aforesaid water main or mains or of any installation, replacement, inspection, repair, alteration, or removal work subsequent thereto, the Town shall fill in all excavations in the said strip replacing the top-soil and sub-soil in the correct sequence and as far as possible, restore the surface thereof to the same condition as that in which it was found prior to the commencement of the work and shall remove all equipment and rubbish.

The Transferor shall not excavate, drill, install, erect, build or permit to be excavated, drilled, installed, erected or build on, in, over, through, or under the said strip any pit, well, pavement, building, structure, or other obstruction of any nature whatsoever without the prior written consent of the Town, except nothing in this paragraph shall prevent the Transferor from paving with asphalt and repairing any existing routes of access to and through her property, but otherwise the Transferor shall have the right fully to use and enjoy the said strip subject always to and so as not to interfere with the rights and easements herein granted.

The transferor only is to keep the said strip clear of all brush, trees and other obstructions of any nature whatsoever as may be necessary to the exercise and for the enjoyment of the rights and easements herein granted in perpetuity, but this paragraph shall not prevent the Transferor from using the strip for growing market garden crops.

The Transferor shall be responsible for any damage to the property of the Town caused directly or indirectly by the acts or omissions of the Transferor or of persons acting under the authority of the Transferor.

Notwithstanding any rule of law or equity, the water main or mains and all other equipment and appurtenances brought on to, laid on or erected upon, buried in or under the said strip by the Town notwithstanding the same may be annexed or affixed to the freehold and shall at any time and from time to time be removable in whole or in part by the Town or its successors and assigns.

The rights and easements hereby granted are and shall be of the same force and effect to all intents and purposes as a covenant running with the land and this transfer, including all covenants and conditions herein contained, shall extend to and be binding upon and enure to the benefit of the heirs, executors, administrators, successors in title and assigns of the parties hereto respectively and all covenants herein contained shall be construed to be several as well as joint.

The Transferee covenants with the Transferor that if the Transferor shall have suffered damages resulting from the exercise by the Transferee of the right, liberty, privilege and easement herein granted, conveyed and transferred, including any damage to cultivated crops or pavement, the Transferee shall make due compensation to the Transferor for any such damages, and, if compensation is not agreed upon by the parties hereto, it shall be determined pursuant to the provisions of the Arbitrations Act of Ontario, or any Act passed in amendment thereof or substitution therefor by the award of a majority of three arbitrators, named one by the Transferor, one appointed by the Transferee and the third to be selected by the two thus chosen within seven days after their

FOR OFFICIAL
USE ONLY

Legal Property Identifier(s) and/or Other Information

PROVISIONS OF EASEMENTS - continued

appointment. The decision of a majority of these arbitrators shall be final and binding on the parties hereto without any right of appeal and costs for the arbitration proceedings shall be in the discretion of the arbitrators. If either party fails to name its arbitrator expeditiously, the arbitrator named by the other party may fix the compensation for the damages and costs for the arbitration and his award shall be final and binding on the parties hereto without any right of appeal.

FOR OFFICE USE ONLY

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side.

THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Parcel 4904 SST, Part of Block C, Plan -79(NB), Designated as Part 2 on 54R-1614. Parcel 7950 NND, Part of Lot 5, Plan M-79 (NB) Designated as Part 1 on 54R-3578

BY (print names of all transferees in full) ELIZABETH ANN WHITE

TO (see instruction 1 and print names of all transferees in full) THE CORPORATION OF THE TOWN OF NEW LISKEARD

1. (see instruction 2 and print name(s) in full) THEODORE R. BYCK

MAKE OATH AND SAY THAT:

1. I am (place a check mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2))
- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
 - (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
 - (c) A transferee named in the above-described conveyance;
 - (d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) THE CORPORATION OF THE TOWN OF NEW LISKEARD described in paragraph 66 00. 88). (c) above; (make and reference to applicable paragraph(s))
 - (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) described in paragraph(s) (a), (b), (c) above; (make and reference to applicable paragraph(s))
 - (f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposited to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$250,000.)
- I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above-described conveyance
- contains at least one and not more than two single family residences. Note: Clause 2(1) (d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$250,000 where the conveyance contains at least one and not more than two single family residences.
 - does not contain a single family residence.
 - contains more than two single family residences. (see instruction 3)
3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) None

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Monies paid or to be paid in cash	\$ 2.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 2.00	\$ 2.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Partial Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Partial Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 2.00	

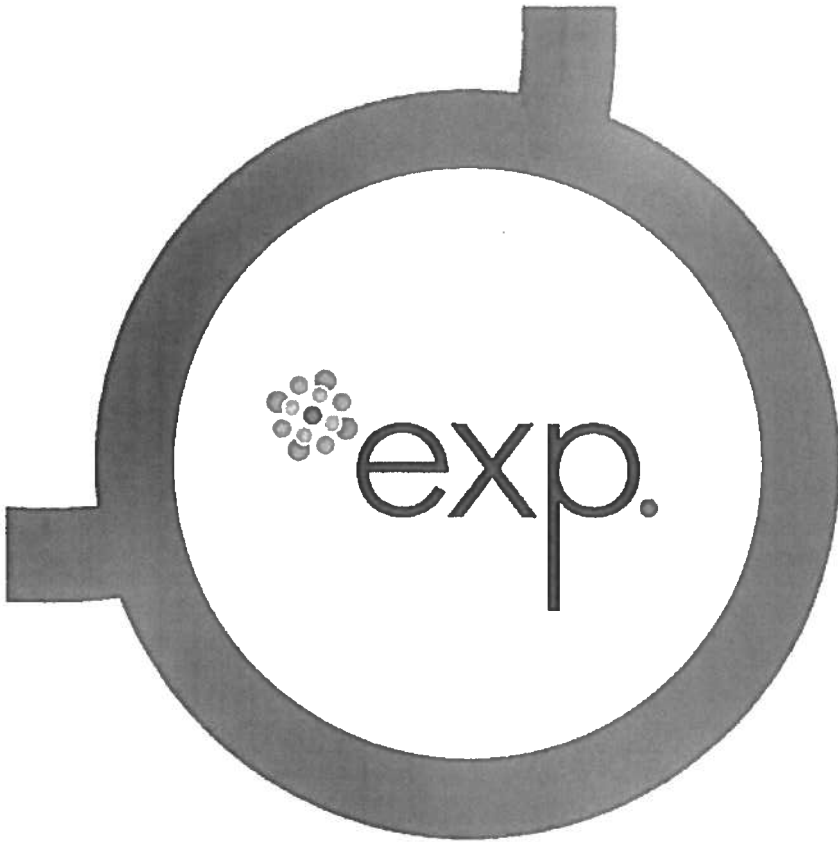
All Items
Must Be
Filed in
Form "M"
Where
Applicable.

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
See #7.
6. If the consideration is nominal, is the land subject to any encumbrance? No.
7. Other remarks and explanations, if necessary. This instrument conveys only an easement. If encumbrances exist they are not being assumed by the Transferee/Grantee. The total consideration is as set out above.

Sworn before me at the Town of New Liskeard,
in the District of Timiskaming
this 16th day of JANUARY 19 89

June Gertrude Maciscola June Gertrude Maciscola, a Commissioner, etc.
District of Timiskaming, for Byck & Grant,
Solicitors and Solicitors. Expires April 24, 1991.
A Commissioner for taking Affidavits, etc. THEODORE R. BYCK
Property Information Record

- A. Describe nature of instrument: Transfer of Easement
- B. (i) Address of property being conveyed (if available) 415 Lakeshore Road, New Liskeard, Ontario POJ 1P0
(ii) Assessment Roll No. (if available) 54-18-000-008-07700
- C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) Box 583, New Liskeard, Ontario POJ 1P0
- D. (i) Registration number for last conveyance of property being conveyed (if available)
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
- E. Name(s) and address(es) of each transferee's solicitor
Theodore R. Byck
BYCK, HOYLES & GRANT
Box 760,
New Liskeard, Ontario
POJ 1P0
/sja
- | For Land Registry Office use only | |
|-----------------------------------|--|
| REGISTRATION NO. | |
| Land Registry Office No. | |
| Registration Date | |



Beach Gardens - Preliminary Site Servicing and Design Brief

Type of Document:
Cost Sharing Proposal

Client:
Rivard Bros
46 Lakeshore Rd N
New Liskeard, ON P0J 1P0

Project Number:
NWL-01801006

Prepared By: Alexander O'Beirn, EIT
Reviewed By: Nolan Dombroski, P.Eng.

EXP Services Inc.
310 Whitewood Avenue West
New Liskeard, ON P0J 1P0

Date Submitted:
March 8, 2018

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EXP
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New Liskeard, ON P0J 1P0
Canada
T: 705 647-4311
www.exp.com



Alexander O'Beirn, EIT
Project Manager
Infrastructure Services

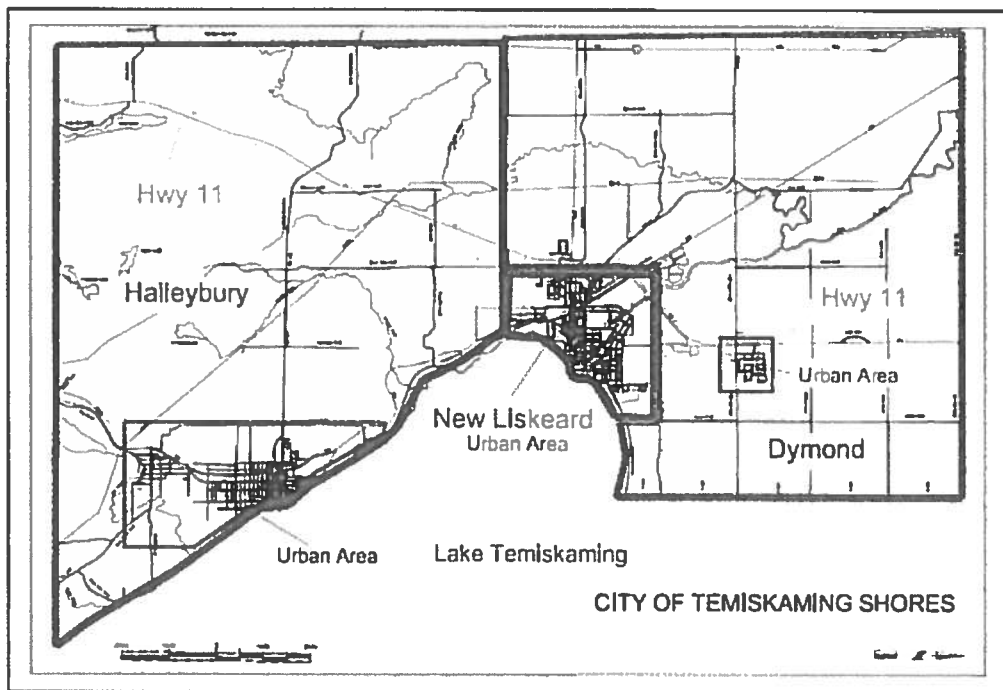


Nolan Dombroski, P.Eng.
Infrastructure Manager – New Liskeard
Infrastructure Services

Date Submitted:
March 8, 2018

1 Introduction

This letter has been prepared by EXP Services Inc. (EXP) on the account of Rivard Bros to outline the lot servicing requirements and propose a cost sharing arrangement. The purpose of this submission relates to the installation of new sanitary sewers, and watermain to service a proposed new development in New Liskeard. ECA #1355-9NCGPW was previously obtained to upgrade approximately 774 m of trunk sanitary sewer on the property and immediately downstream of the proposed development.



Map 1 – Temiskaming Shores (Haileybury, New Liskeard, Dymond)

2 Project Background

Beach Gardens Development

The proposed Beach Gardens Development site is bound on the west by Lakeshore Road, on the east by Lake Temiskaming. It is located to the south of the residences along the south side of Beach Boulevard in the community of New Liskeard. The property is legally described as Part of Lot 5 and Part of Block C (Pins 61339-0129, 61339-0127 & 613390135) on Registered Plan M-79 NB, in the City of Temiskaming Shores.

The site is situated in an area of low relief and, at one time, was used as a tent & trailer park as well as a commercial vegetable garden. Surrounding land use is residential on all but the East side of the property, which abuts Lake Temiskaming. There is a 6m wide easement running north to south across the middle of the property, within which there is an existing 150 mm diameter watermain (partially, two dead ends are located on the property), and an existing 200 mm diameter sanitary sewer main. This infrastructure currently services residential properties to the south of the proposed development.

The proposed development will consist of two townhouse structures, each containing four (4) units for a total of eight (8) townhouse dwellings. There will also be two (2) single family residences constructed on this property as part of the development, for a total of ten (10) dwelling units.

3 Authorization Required/Project Contacts

Proponent Representative: Doug Walsh
Manager of Public Works
City of Temiskaming Shores
325 Farr Drive
PO Box 2050
Halleybury, Ontario, P0J 1K0

Design Engineer: Nolan Dombroski, P. Eng.
EXP Services Inc.
310 Whitewood Ave. W.,
P.O. Box 1208,
New Liskeard, Ontario, P0J 1P0
nolan.dombroski@exp.com

4 Project Description

Please use the supplied design drawings in conjunction with the descriptions below.

4.1 Description of Proposed Sanitary Sewer

The new development will be serviced by approximately 148 meters of 250 mm diameter sanitary service line, as well as 10 meters of 200 mm diameter sanitary service line, that includes the replacement of two (2) 1200 mm diameter manholes. The ECA mentioned above covers the proposed scope of work for the portion of sanitary sewers on the property. The ECA will have to be amended in the future if the downstream sewer is not upgraded.

4.2 Pre-development Conditions

The existing site consists of mainly grassy field areas with varying elevation as well as small lengths of gravel and asphalt roads. The current topography is not designed to manage stormwater runoff.

4.3 Runoff Coefficient

The surface material and topography both influence how an area handles the movement of stormwater flows. The effect of these influences is measured using a runoff coefficient. This runoff coefficient represents the ratio of the depth of runoff to the depth of rainfall in an area. This means that an impermeable surface, such as pavement, will have a higher runoff coefficient as it does not allow water to penetrate the surface, resulting in higher runoff flows. The runoff coefficient for various surfaces are as follows:

- Grass: 0.20
- Pavement: 0.90
- Roofs: 0.90

The pre-development runoff coefficient for the site is 0.20 and the pre-development runoff flow is 68.5 L/s.

4.4 Stormwater Management System

The allowable release rate for the site is limited to the 10-year pre-development flow using a time concentration of 27.2 minutes and $C = 0.20$.

As a result of the changes onsite, the overall post-development runoff coefficient will increase over existing conditions. The increase in runoff will be the result of changes due to site development (ie: additional hard surfaces, roof areas and hard landscaping). Storm water runoff rate is proposed to be managed by a combination of ditches, swales, grading, rock flow check dams and culverts. Detailed stormwater management design to be completed in the final design stage.

Lots will be graded to direct overland flows into nearby ditches and swales. The road will be graded to allow water to drain to the west side of the site into a ditch along the road; this will prevent sheet flow from occurring at this location. From the ditch, the water will flow through a culvert to the east side of the road.

Ditches will run from the road easterly towards Lake Temiskaming. The ditches will transition into a swale, which will widen out and have reduced slope. It is proposed to use rock flow check dam downstream of the swale which will be designed to attenuate flows to the pre-development levels and outlet to Lake Temiskaming. There will be five (5) ditches with this configuration running from the roadway to Lake Temiskaming, located adjacent to each building.

The post-development runoff coefficient for the developed site is 0.36, which is slightly higher than pre-development conditions. The 10-year post-development runoff flow is 136.5 L/s. This runoff will be controlled to pre-development levels once the stormwater management design is completed.

5 Servicing

The proposed development will consist of ten (10) lots designed for residential use. All lots will be connected to the proposed 200 mm dia. sanitary sewer and proposed watermain through an easement on the Beach Gardens property.

5.1 Sanitary Servicing

EXP has analyzed the impact of the ten (10) dwellings on the current downstream sanitary sewage collection system. The analysis revealed that the existing sanitary sewage system is capable of conveying the additional flows.

5.2 Watermain Servicing

The proposed development will draw water from the existing watermain network located to the east of Lakeshore Road. The watermain is currently capped on both the north and south side of the Beach Gardens property. The watermain for the development would be connected to these two capped ends.

The proposed development will draw water from the New Liskeard water distribution system. This system currently services approximately 4800 people, with water from two wells located at the McCamus Water Treatment Plant. The New Liskeard distribution system cannot be operated to exceed a maximum flow rate of 7,865 m³/day (OCWA 2016 Annual Report). The maximum flow in 2016 was 7,144 m³/day, leaving 721 m³/day of available capacity. Using the sewage flows above, the additional theoretical water demand generated in average conditions by the proposed new development is estimated to be 10.37 m³/day. During maximum daily usage periods, the demand generated by the proposed development is estimated to be 98.50 m³/day, which equates to a revised estimated maximum daily water demand of 7243 m³/day for the New Liskeard system.

The domestic water demands are estimated below, utilizing parameters from the GDWS. The following summarizes the parameters used.

- Average daily water consumption = 350 L/person/day
- Number of residents = 30 (from GDWS, Table 3-3)
- Maximum Day Factor = 9.5 x Avg. Day (from GDWS, Table 3-3)
- Maximum Hour Factor = 14.3 x Avg. Day (from GDWS, Table 3-3)

The average, maximum day and peak hour domestic (residential) demands for the building are as follows:

- Average Day = $350 \times 30 / 86,400 \text{ sec/day} = 0.12 \text{ L/sec}$
- Maximum Day = $9.5 \times 0.12 = 1.14 \text{ L/sec}$
- Peak Hour = $14.3 \times 0.12 = 1.72 \text{ L/sec}$

Based on the water model completed for the New Liskeard Water Linking Project, it is expected that the water system servicing the site has adequate pressure and flow to meet the peak hour and maximum day plus fire flows.

6 Cost Sharing

Rivard Bros is proposing to enter into a cost-sharing agreement with the City of Temiskaming Shores. The proposed infrastructure would result in several benefits for the City including the elimination of watermain dead ends, replacing a deteriorated sanitary pipe and a new and improved access to a sanitary manhole.

Currently, the watermain near Beach Gardens has two dead ends; one on each side of the property. Developing Beach Gardens property would result in these two dead ends being looped. The connection will eliminate flushing requirements at both dead ends, and result in a more robust potable water distribution system.

The existing sanitary pipe in an easement on the Beach Gardens property is old and deteriorated. Developing Beach Gardens will result in this section of deteriorated pipe being replaced with a PVC pipe. This alleviates concerns of replacing this pipe in the near future at full expense to the City.

There is currently a sanitary manhole located on the easement in the Beach Gardens property. This manhole is difficult to access due to the lack of roadway access. Constructing a road to service the new Beach Gardens Development will provide the City with reliable access to service this manhole. In addition, constructing a road will create a single point access to the Beach Gardens property, therefore eliminating multiple entrances onto Lakeshore Road.

It can be seen that there are benefits to the City through the infrastructure work to be completed for the Beach Gardens development. Cost sharing will provide the above noted benefits to the City at a fraction of the cost that would otherwise be incurred if the City was to obtain these benefits by their own means. The attached spreadsheet (Appendix A) outlines Rivard Bros proposed cost sharing breakdown.

We appreciate the time the City has taken to review this proposal and look forward to hearing from you.

EXP Services Inc.

*Rivard Bros
Beach Gardens
NWL-01801006
March 8, 2018*

Appendix A – Cost Sharing Breakdown



Preliminary Construction Cost Estimate - Rivard Brothers Beach Gardens Roadway, Watermain, and Sanitary Sewer

A). Road Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
A1	Earth Excavation, Road	m ³	2,690	\$ 12.00	\$ 32,280.00	50%	\$ 16,140.00
A2	Superpave 12.5 (50mm, One Lift)	t	240	\$ 250.00	\$ 60,000.00	50%	\$ 30,000.00
A3	Granular A	t	1,070	\$ 18.00	\$ 19,260.00	50%	\$ 9,630.00
A4	Granular B Type I	t	4,400	\$ 12.00	\$ 52,800.00	50%	\$ 26,400.00
A5	Select Subgrade Material, Road	m ³	640	\$ 12.00	\$ 7,680.00	50%	\$ 3,840.00
A6	Traffic control signing	LS	100%	\$ 4,000.00	\$ 4,000.00	50%	\$ 2,000.00
A7	500 mm dia. CSP Pipe Culvert	m	20	\$ 350.00	\$ 7,000.00	50%	\$ 3,500.00
A8	Pipe Subdrains	m	400	\$ 30.00	\$ 12,000.00	50%	\$ 6,000.00
Sub-Total Road Component						\$	\$ 97,510.00

B). Wastewater Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
B1	200 mm dia. Pipe Sanitary Sewer	m	10	\$ 350.00	\$ 3,500.00	80%	\$ 2,800.00
B2	250 mm dia. Pipe Sanitary Sewer	m	148	\$ 400.00	\$ 59,200.00	80%	\$ 47,360.00
B3	150 mm dia. Pipe San. Services, Gravity	ea.	10	\$ 2,000.00	\$ 20,000.00	0%	\$ -
B4	1200 mm diameter maintenance holes	ea.	2	\$ 6,500.00	\$ 13,000.00	80%	\$ 10,400.00
B5	Removal of pipe culverts and sewers	m	128	\$ 30.00	\$ 3,840.00	80%	\$ 3,072.00
B6	Removal of sanitary maintenance holes	ea.	2	\$ 500.00	\$ 1,000.00	80%	\$ 800.00
Sub-Total Wastewater Component						\$	\$ 64,432.00

C). Water Component

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
C1	150 mm dia. PVC Watermain	m	144.5	\$ 350.00	\$ 50,575.00	73%	\$ 36,919.75
C2	Connections to existing watermains	ea.	2	\$ 4,000.00	\$ 8,000.00	73%	\$ 5,840.00
C3	Hydrant Sets (incl. valves and leads)	ea.	1	\$ 7,000.00	\$ 7,000.00	73%	\$ 5,110.00
C4	150 mm dia. Valve and box	ea.	2	\$ 1,200.00	\$ 2,400.00	73%	\$ 1,752.00
C5	25 mm dia. Water services	ea.	10	\$ 2,000.00	\$ 20,000.00	0%	\$ -
C6	Corrosion protection of metallic watermain fittings and service piping	LS	100%	\$ 4,000.00	\$ 4,000.00	73%	\$ 2,920.00
Sub-Total Water Component						\$	\$ 52,541.75

D). Provisional Items

Item	Description	Unit	Quantity	Unit Price	Total	Requested Municipal Contribution	Requested Municipal Funding
D1	Clearstone sub-bedding (Prov. Item)	m ³	65	\$ 40.00	\$ 2,600.00	0%	\$ -
D2	Select Subgrade Material (compacted) (Prov. Item)	m ³	65	\$ 20.00	\$ 1,300.00	0%	\$ -
D3	Extra depth roadway and trench excavation (Prov. Item)	m ³	130	\$ 10.00	\$ 1,300.00	0%	\$ -
Sub-Total Lot Grading						\$	\$ -

Total Project	\$	\$ 392,735.00	\$	\$ 237,161.50	\$	\$ 214,483.75
Sub-Total	\$	\$ 58,910.250	\$	\$ 53%	\$	\$ 47%
Contingency (15%)	\$	\$ 8,836.54	\$	\$	\$	\$
Total	\$	\$ 451,645.25	\$	\$	\$	\$





Ministry of the Environment
Ministère de l'Environnement

ENVIRONMENTAL COMPLIANCE APPROVAL

NUMBER 1355-9NCGPW
Issue Date: August 29, 2014

The Corporation of the City of Temiskaming Shores
Post Office Box, No. 2050
Haileybury, Ontario
P0J 1K0

Site Location: Beach Gardens Trunk Sanitary Sewers Upgrades
City of Temiskaming Shores, District of Temiskaming

You have applied under section 20.2 of Part II.1 of the Environmental Protection Act, R.S.O. 1990, c. E. 19 (Environmental Protection Act) for approval of:

sanitary sewers to be constructed as part of the Beach Gardens Trunk Sanitary Sewers Upgrades, in the City of Temiskaming Shores, District of Temiskaming, as follows:

sanitary sewers within the Easement (from the southern boundary line of the Beach Gardens site, approximately 45 metres to the east of Lakeshore Road heading north for approximately 223 metres to Beach Boulevard) and on Municipal Land (from Beach Boulevard heading northeast for approximately 402 metres to Melville Street and from Melville Street heading northeast for approximately 152 metres to Montgomery Avenue), discharging to the existing Montgomery Sanitary Sewage Pumping Station;

all in accordance with the application dated January 23, 2014 and received on January 27, 2014, including final plans and specifications prepared by exp Services Inc.

For the purpose of this environmental compliance approval, the following definitions apply:

1. "Approval" means this Environmental Compliance Approval and any Schedules to it, including the application and supporting documentation;
2. "Director" means any Ministry employee appointed by the Minister pursuant to section 5 of the Part II.1 of the Environmental Protection Act;
3. "Ministry" means the Ontario Ministry of the Environment;
4. "Owner" means The Corporation of the City of Temiskaming Shores, and includes its successors

and assignees;

5. "Water Supervisor" means the Water Supervisor of the North Bay District Office of the Ministry; and
6. "Works" means the sewage works described in the Owner's application, this Approval and in the supporting documentation referred to herein, to the extent approved by this Approval.

You are hereby notified that this environmental compliance approval is issued to you subject to the terms and conditions outlined below:

TERMS AND CONDITIONS

1. GENERAL PROVISIONS

- 1.1 The Owner shall ensure that any person authorized to carry out work on or operate any aspect of the Works is notified of this Approval and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- 1.2 Except as otherwise provided by these Conditions, the Owner shall design, build, install, operate and maintain the Works in accordance with the description given in this Approval, the application for approval of the Works and the submitted supporting documents and plans and specifications as listed in this Approval.
- 1.3 Where there is a conflict between a provision of any submitted document referred to in this Approval and the Conditions of this Approval, the Conditions in this Approval shall take precedence, and where there is a conflict between the listed submitted documents, the document bearing the most recent date shall prevail.
- 1.4 Where there is a conflict between the listed submitted documents, and the application, the application shall take precedence unless it is clear that the purpose of the document was to amend the application.
- 1.5 The requirements of this Approval are severable. If any requirement of this Approval, or the application of any requirement of this Approval to any circumstance, is held invalid or unenforceable, the application of such requirement to other circumstances and the remainder of this Approval shall not be affected thereby.

2. EXPIRY OF APPROVAL

The approval issued by this Approval will cease to apply to those parts of the Works which have not been constructed within five (5) years of the date of this Approval.

3. CHANGE OF OWNER

3.1 The Owner shall notify the Water Supervisor and the Director, in writing, of any of the following changes within thirty (30) days of the change occurring:

- (a) change of Owner;
- (b) change of address of the Owner;
- (c) change of partners where the Owner is or at any time becomes a partnership, and a copy of the most recent declaration filed under the Business Names Act, R.S.O. 1990, c.B17 shall be included in the notification to the Water Supervisor; and
- (d) change of name of the corporation where the Owner is or at any time becomes a corporation, and a copy of the most current information filed under the Corporations Information Act, R.S.O. 1990, c. C39 shall be included in the notification to the Water Supervisor.

The reasons for the imposition of these terms and conditions are as follows:

- 1. Condition 1 is imposed to ensure that the Works are built and operated in the manner in which they were described for review and upon which Approval was granted. This Condition is also included to emphasize the precedence of Conditions in the Approval and the practice that the Approval is based on the most current document, if several conflicting documents are submitted for review. The Condition also advises the Owners their responsibility to notify any person they authorized to carry out work pursuant to this Approval of the existence of this Approval.
- 2. Condition 2 is included to ensure that, when the Works are constructed, the Works will meet the standards that apply at the time of construction to ensure the ongoing protection of the environment.
- 3. Condition 3 is included to ensure that the Ministry records are kept accurate and current with respect to approved Works and to ensure that subsequent owners of the Works are made aware of the Approval and continue to operate the Works in compliance with it.

In accordance with Section 139 of the Environmental Protection Act, you may by written Notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act provides that the Notice requiring the hearing shall state:

- 1. The portions of the environmental compliance approval or each term or condition in the environmental compliance approval in respect of which the hearing is required, and;
- 2. The grounds on which you intend to rely at the hearing in relation to each portion appealed.

The Notice should also include:

- 3. The name of the appellant;

4. The address of the appellant;
5. The environmental compliance approval number;
6. The date of the environmental compliance approval;
7. The name of the Director, and;
8. The municipality or municipalities within which the project is to be engaged in.

And the Notice should be signed and dated by the appellant.

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, Suite 1500
Toronto, Ontario
M5G 1E5

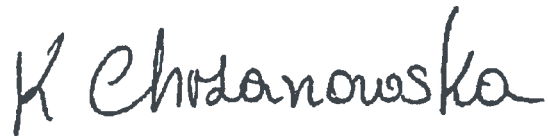
AND

The Director appointed for the purposes of
Part II.1 of the Environmental Protection Act
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

*** Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 212-6349, Fax: (416) 314-3717 or www.ert.gov.on.ca**

The above noted activity is approved under s.20.3 of Part II.1 of the Environmental Protection Act.

DATED AT TORONTO this 29th day of August, 2014



Katrina Chrzanowska, P.Eng.
Director
appointed for the purposes of Part II.1 of the
Environmental Protection Act

RU/

- c: Area Manager, MOE North Bay District Office
- c: DWMD Supervisor, MOE North Bay District Office
H. James Hawken, exp Services Inc.

The Corporation of the City of Temiskaming Shores
By-law No. 2018-114
Being a by-law to Delegate Authority to the City Manager
for Certain Acts During a “Lame Duck” Period

Whereas Section 275 of the Municipal Act S.O. 2001, c.25, as amended, restricts acts that a Council can take after Nomination Day (July 27, 2018) and after Voting Day (October 22, 2018) if the Council is in a lame duck position;

And whereas Section 275 (3) of the Municipal Act S.O. 2001, c.25 restricts Council from taking action on the following:

- The appointment or removal from office of any officer of the municipality;
- The hiring or dismissal of any employee of the municipality;
- The disposition of any real or personal property of the municipality which has a value exceeding \$50,000 at the time of disposal; and
- Making any expenditure or incurring any other liability which exceeds \$50,000;

And whereas Section 275 (6) of the Municipal Act S.O. 2001 c. 25 states that nothing in this section prevents any person or body exercising authority of a municipality that is delegated to the person or body prior to nomination day for the election of the new council;

And whereas Council deems it expedient to delegate authority to the City Manager to take action, where necessary, on certain acts during the “Lame Duck” period.

Now therefore the Council of The Corporation of the City of Temiskaming Shores enacts as follows:

1. That the Council of The Corporation of the City of Temiskaming Shores hereby delegates authority under Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and commencement of the Council Terms as follows:
 - a) The City Manager be delegated authority as the financial signing authority for expenditures, outside the current budget, exceeding \$50,000;
 - b) That the City Manager be delegated the authority to execute the agreement of Purchase and Sale, pertaining to the disposition of any real or personal property of the Municipality which has a value exceeding \$50,000 at the time of disposal for the acquisition of property;
 - c) The City Manager be delegated the authority to hire or remove any officer from/to employment with the Municipality of the City of Temiskaming Shores.
 - d) The City Manager be authorized to apply for funding applications that may become available during the “lame duck period” which have not been included in the current budget

2. The City Manager will report to Council on any actions taken under the restrictions listed in Section 275 (3) of the Municipal Act S.O. 2001 between Nomination Day and the commencement of the Council Term.
3. This By-law shall come into force and effect upon final passage in accordance with the provisions in Section 275 (3) of the Municipal Act.
4. This By-law may be cited as the “Lame Duck Delegation of Authority By-law”

Read a first, second and third time and finally passed this 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2018-115

**Being a by-law to confirm certain proceedings of Council of
The Corporation of the City of Temiskaming Shores for its
Special meeting held on June 28, 2018 and its Regular
meeting held on July 10, 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 Special meeting held on **June 28, 2018** and its Regular meeting held on **July 10, 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 10th day of July, 2018.

Mayor – Carman Kidd

Clerk – David B. Treen