



The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, August 14, 2018  
6:00 P.M.  
City Hall Council Chambers – 325 Farr Drive

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**Agenda**

1. **Call to Order**

2. **Roll Call**

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

4. **Approval of Agenda**

*Draft Motion*

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

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

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

*Draft Motion*

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

- a) Regular meeting of Council – July 10, 2018
- b) Special meeting of Council – July 19, 2018; and
- c) Special meeting of Council – July 31, 2018.

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

- a) Doug Walsh, Director of Public Works – City of Temiskaming Shores  
**Re:** Minimum Maintenance Standards

10. **Communications**

- a) Lorna Desmarais, Vice President – Tri-Town Ski & Snowboard Village  
**Re:** Thank you letter – Summerfest Concert 2018  
**Reference:** Received for Information
- b) Alyssa Wilson, Chairperson – Temiskaming Art Gallery  
**Re:** Request for Financial Support – Art in the Park program  
**Reference:** Treasurer (2019 Budget considerations)
- c) College of Physicians

**Re:** Nominations Open – Outstanding Physician in Your Community

**Reference:** Received for Information

d) Paul Dubé, Ombudsman of Ontario

**Re:** 2017-2018 Annual Report

**Reference:** Received for Information – Report available in Clerk's Office

e) Felicity Buckell, Coordinator – SPARC Symposium 2018

**Re:** Thank you letter

**Reference:** Received for Information

f) Dennis McCarty - Resident

**Re:** Request for Stop Sign – Morissette Drive and Meridian Avenue

**Reference:** Referred to the Director of Public Works

g) Ginette Martin-Stephan, Deputy Clerk – Township of North Stormont

**Re:** Request for Support – Green Energy Act

**Reference:** Received for Information

h) Sheila Olan-Maclean, President, Ontario Coalition for Better Child Care

**Re:** Request for Proclamation – Child Care Worker & Early Childhood Educator Appreciation Day

**Reference:** Received for Information

i) Marlene Dinoitzer, Project Manager – Construction Demathieu

**Re:** Notice of Project Commencement – Replacement of Calamity Creek Culvert

**Reference:** Received for Information

- j) Dr. Theresa Tam, Chief Public Health Officer – Public Health Agency of Canada

**Re:** Acknowledgement – City of Temiskaming Shores recognized as an Age-Friendly Community

**Reference:** Received for Information

Draft Motion

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

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

Draft Motion

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

- a) Minutes of the Temiskaming Shores Police Services Board meeting held on May 14, 2018; and
- b) Minutes of the Temiskaming Shores & Area Physician Recruitment and Retention Committee meeting held on February 6, 2018.

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

Draft Motion

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

- a) Minutes of the Public Works Committee meeting held on July 19, 2018;
- b) Minutes of the Building Maintenance Committee meeting held on July 19, 2018;

- c) Minutes of the Corporate Services Committee meeting held on July 19, 2018; and
- d) Minutes of the Planning & Protective Services Committee meeting held on July 19, 2018.

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

- a) **Memo No. 024-2018-CS – 2018 Municipal Election – Compliance Audit Committee and Procedures**

*Draft Motion*

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

That Council directs staff to prepare the necessary by-law to appoint members to the Compliance Audit Committee and Procedures for the Compliance Audit Committee as it relates to the 2018 Municipal Election for consideration at the August 14, 2018 Regular Council meeting.

- b) **Supplemental Administrative Report No. CS-004-01-2018 – Stop Up & Close and Disposition of a portion of Fourth Street**

*Draft Motion*

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Supplemental Administrative Report No. CS-004-01-2018;

That Council directs staff to prepare the necessary by-law to Stop up and Close a portion of Fourth Street legally described as Part 1 on Reference

Plan 54R-6023 for consideration at the August 14, 2018 Regular Council meeting; and

That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with David and June Quehe for Part 1 on Reference Plan 54R-6023 with a closing date of September 17, 2018 for consideration at the August 14, 2018 Regular Council meeting.

**c) Administrative Report No. CS-026-2018 – Amendments to By-law No. 2012-101 Traffic By-law**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-026-2018;

That Council directs to prepare the necessary by-law to amend By-law 2012-101 (Traffic By-law) to include amendments detailed in Administrative Report CS-026-2018 for consideration at the August 14, 2018 Regular Council meeting.

**d) Administrative Report No. CS-031-2018 – Lease Agreement – Skate Sharpening Booth**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-031-2018; and

That Council directs staff to prepare the necessary by-law to enter into a one year lease agreement with Mr. James T. Paterson for the operation of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena for consideration at the August 14, 2018 Regular Council meeting.

**e) Administrative Report No. CS-033-2018 – Lease Agreement – New Liskeard Agricultural Society Fall Fair Grounds**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-033-2018; and

That Council directs staff to prepare the necessary by-law to enter into a 10-year Lease Agreement with the New Liskeard Agricultural Society for the use of municipal property and facilities located on the Fall Fair Grounds for consideration at the August 14, 2018 Regular Council meeting.

**f) Administrative Report No. CS-034-2018 – Municipal Employee Group Benefit Plan (Supplemental Report)**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-034-2018; and

That Council agrees to cancel Request for Proposal CS-RFP-001-2018 and directs staff to release Request for Proposal CS-RFP-002-2018 for the provision of Brokerage Services only for the Municipal Employee Group Benefit Plan.

**g) January to July 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 July 2018 Year-to-Date Capital Financial Report for information purposes.

**h) Administrative Report No. PPP-005-2018 – Appointment of Volunteers**

Draft Motion

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

That Council hereby appoints David Acland, James Dewar, and Marc Lalonde as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

**i) Administrative Report No. PPP-006-2018 – Amendment to By-law No. 2008-136 – Firefighter Service Fee Policy**

Draft Motion

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

That Council approves the proposed amendments to the Firefighter Service Fee Policy as outlined in Appendix 01 hereto attached; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2008-136 based on the proposed amendments for consideration at the August 14, 2018 Regular Council meeting.

**j) Administrative Report No. PPP-007-2018 – Temiskaming Shores Fire Department - 2017 Annual Report**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PPP-007-2018 and more specifically Appendix 01 - 2017 Annual Report for the Temiskaming Shores Fire Department for informational purposes.

**k) Memo No. 017-2018-PW – Public Works Communications Plan**

Draft Motion

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

That Council hereby supports and endorses the Public Works Communications Plan being Appendix 01 to Memo No. 017-2018-PW dated August, 2018.

**l) Memo No. 019-2018-PW – Contract Extension – S & L Cleaning Services – Amendment to By-law No. 2014-136**

Draft Motion

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

That Council directs staff to prepare the necessary by-law to extend the



contract (By-law No. 2014-136) with S & L Cleaning for an additional two years at the same terms and conditions for consideration at the August 14, 2018 Regular Council meeting.

**m) Memo No. 020-2018-PW – Stop Sign Policy**

Draft Motion

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

That Council receives the Draft Stop Sign Policy for review purposes and will consider adoption of a Stop Sign Policy at the September 11, 2018 Regular Council meeting.

**n) Memo No. 021-2018-PW – Highway Occupancy Permit By-law**

Draft Motion

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

That Council acknowledges receipt of the draft Highway Occupancy Permit and directs staff to prepare the final document for Provisional Approval (1<sup>st</sup> & 2<sup>nd</sup> reading) Council's consideration at the September 11, 2018 Regular Council meeting.

**o) Memo No. 022-2018-PW – Application to OCIF – 2018 Top-up Fund Application**

Draft Motion

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

That Council designated the *Reconstruction of Albert Street Project* as the City's priority project; and

That Council directs staff to submit an application for this project under the 2018 OCIF Top-up Funding.

**p) Memo No. 023-2018-PW – 2018 Roadway Resurfacing Program – Lakeshore Road North Resurfacing**

Draft Motion

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

That Council approves the resurfacing of Lakeshore Road North from Radley Hill Road northward a distance of 520 m;

That Council authorizes the utilization of the \$130,818 in surplus funds from the Capital 2018 Paving program and an estimated \$80,000 surplus from the Operating Patching program towards the resurfacing of Lakeshore Road North.

**q) Administrative Report No. PW-035-2018 – Minimum Maintenance Standards for Municipal Highways**

Draft Motion

Be it resolved that Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report PW-035-2018; more specifically Appendix 02 - *Ontario Regulation 366/18 “Minimum Maintenance Standards for Municipal Highways”*;

That Council directs staff to prepare the necessary by-law to adopt the “*Minimum Maintenance Standards for Municipal Highways*” as described in *Ontario Regulation 239/02* and as amended by *Ontario Regulation 366/18* for consideration at the August 14, 2018 Regular Council meeting; and

That Council hereby delegates the authority to declare “Significant Weather Events”, as described in *Ontario Regulation 366/18 (thereby amending Ontario Regulation 239/02 - Minimum Maintenance Standards for Municipal Highways)*, to the Director of Public Works or his/her designate.

**r) Memo No. 007-2018-CGP – Fed Nor Economic Development Initiative Funding Transfer**

Draft Motion

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

That Council hereby directs staff to prepare the necessary by-law to enter into a contribution agreement with Fed Nor for a bilingual project coordinator over a three year period for consideration at the August 14, 2018 Regular Council meeting.

**16. By-laws**

*Draft Motion*

Be it resolved that:

By-law No. 2018-034 Being a by-law to Stop up and close a Highway – a portion of Fourth Street being Part 1 on Plan 54R-6023

By-law No. 2018-119 Being a by-law to establish Compliance Audit Committee Procedures for the City of Temiskaming Shores under the Municipal Elections Act, 1996 for the 2018 Municipal Election

By-law No. 2018-120 A by-law of The Corporation of the City of Temiskaming Shores to authorize the borrowing upon Serial Debentures in the principal amount of \$151,984.97 towards the cost of 2018 Fleet Replacement 5 Yr.

By-law No. 2018-121 Being a by-law to authorize the Sale of Land to David and June Quehe being Part 1 on Plan 54R-6023 (portion of Fourth Street)

By-law No. 2018-122 Being a by-law to amend By-law No. 2012-101, as amended being a by-law to Regulate Traffic and Parking of vehicles in the City of Temiskaming Shores

By-law No. 2018-123 Being a by-law to repeal By-law No. 2013-087 being a by-law to authorize the entering into a Lease Agreement with Dr. Dimitar Bakalov Dentistry Professional Corporation for

the rental of space at the Haileybury Medical Centre (Dentistry Practice)

By-law No. 2018-124 Being a by-law to repeal By-law No. 2014-002 being a by-law to authorize the entering into a Lease Agreement with Dr. Dimitar Bakalov Dentistry Professional Corporation for the rental of space at the Haileybury Medical Centre (Storage & Lunchroom)

By-law No. 2018-125 Being a by-law to enter into a Lease Agreement with James T. Paterson for the rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth

By-law No. 2018-126 Being a by-law to authorize the entering into an Agreement with the New Liskeard Agricultural Society for the use of Municipal Property and Facilities

By-law No. 2018-127 Being a by-law to amend By-law No. 2008-136 being a by-law to adopt a Firefighter Service Fee Policy for the City of Temiskaming Shores

By-law No. 2018-128 Being a by-law to amend By-law No. 2014-136 being a by-law to authorize an Agreement between the City of Temiskaming Shores and S & L Cleaning Services for the cleaning of the Haileybury Medical Centre and the Haileybury Branch Library

By-law No. 2018-129 Being a by-law to provide for Minimum Maintenance Standards for Municipal Roadways within the City of Temiskaming Shores

By-law No. 2018-130 Being a by-law to enter into a Funding Agreement with Industry Canada (FedNor) for a Bilingual Project Coordinator (Project No. 39E-511659)

be hereby introduced and given first and second reading.

Draft Motion

By-law No. 2018-034;

By-law No. 2018-119;

By-law No. 2018-120;

By-law No. 2018-121;

By-law No. 2018-122;

By-law No. 2018-123;

By-law No. 2018-124;

By-law No. 2018-125;

By-law No. 2018-126;

By-law No. 2018-127;

By-law No. 2018-128;

By-law No. 2018-129; and

By-law No. 2018-130;

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) Special – Thursday, August 16, 2018 at 12:00 p.m.
- b) Regular – Tuesday, September 11, 2018 at 6:00 p.m.
- c) Regular – Tuesday, October 9, 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. 2018-131 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 **July 19, 2018**, its Special meeting held on **July 31, 2018**; and its Regular meeting held on **August 14, 2018** be hereby introduced and given first and second reading.

*Draft Motion*

Be it resolved that By-law No. 2018-131 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, July 10, 2018**  
**6:00 P.M.**  
**City Hall Council Chambers – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

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

**2. Roll Call**

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

Present: Christopher W Oslund, City Manager  
David B. Treen Municipal Clerk  
Doug Walsh, Director of Public Works  
Shelly Zubyck, Director of Corporate Services  
Tim Uttley, Fire Chief  
Jennifer Pye, Planner

Regrets:

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

Members of the Public Present: 4

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

None

**4. Approval of Agenda**

Resolution No. 2018-324

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. 2018-325

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

**Carried**

**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).

Mayor Kidd stated that the public meeting scheduled tonight is for one (1) Zoning By-law amendment application and that the Planning Act requires that a public meeting be held before Council decides whether to pass a by-law adopting a



proposed amendment. The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed amendment and second, 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 pursuant to Section 34 of the Planning Act and the zoning by-law amendment application to be heard this evening is application number ZBA-2018-01 by the District of Timiskaming Social Services Administration Board to rezone the property to an appropriate zone to permit the construction of two residential buildings, each containing four units.

City Planner, Jennifer Pye utilizing powerpoint outlined the subject land on Grant Drive being Parts 1 & 2 on Plan 54R-6021 and the application is site specific to rezone the property from Highway Commercial (C2) to High Density Residential (R\$) to permit the construction of two buildings with four residential units in each of which 50% will be affordable and 50% will be accessible.

Jennifer indicated that the lands are designated as Mixed Use in the Official Plan and may include a mix of industrial, commercial and institutional along with associated accessory uses and public service facilities and residential uses compatible with the Mixed Use Area.

The proposed zoning, High Density Residential (R4) would permit the construction of the 2 four-unit residential buildings. Jennifer provided a conceptual layout of the development, but indicated that Site Plan Control is a requirement and therefore the layout may modify somewhat.

Jennifer indicated that a Bobolink Study/Survey was completed as required by the MNRF and no Bobolink were identified on-site.

Mayor Kidd thanked Jennifer for the presentation and inquired if there were any questions or comments from the applicant. With none, Mayor Kidd inquired if there were any questions or comments from members of the public. With none, Mayor Kidd inquired if there were any questions or comments from Council. With no further comments, Mayor Kidd declared this portion of the public meeting to be closed and advised that Council would give due consideration to the presentation and that an administrative report would be considered by Council at a future Council meeting.

**8. Question and Answer Period**

None

**9. Presentations / Delegations**

None

**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

Resolution No. 2018-326

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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

**Carried**

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

Resolution No. 2018-327

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

**Carried**

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

Resolution No. 2018-328

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

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

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

**Carried**

**13. Reports by Members of Council**

Councillor Whalen reported on the following:

- 2 + 1 Committee: A committee member recently had an opportunity to visit Sweden that utilizes the 2 + 1 roadway program and the Committee will be hosting an information session on July 16, 2018.
- By-laws: Researched the ability to implement a by-law for poop and scoop on private property and there are municipalities, including Sudbury, that include this type of provision. Response is done strictly on a written complaint basis.

Mayor Kidd indicated that this issue could be considered at the next Protection to Persons and Property Committee.

Mayor Kidd reported on the following:

- Emergency Control Group: The group convened twice in the past few days in regards to recent forest fires. The group met to determine if we would be prepared to implement any assistance those municipalities that may require assistance (i.e. accommodations, etc.). Did contact the ECG for Temagami and they seem to have everything under control. Temiskaming Shores Fire Department has assisted both the MNRF and the Town of Temagami as requested.

**14. Notice of Motions**

None

**15. New Business**

Councillor Foley arrived at 6:15 p.m.

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

Resolution No. 2018-329

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that Council approves the attendance of Mayor Kidd and Councillors Laferriere and Hewitt 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.

**Carried**

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

Resolution No. 2018-330

Moved by: Councillor Foley

Seconded by: Councillor McArthur

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.

**Carried**

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

Resolution No. 2018-331

Moved by: Councillor Jelly

Seconded by: Councillor Hewitt

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

**Carried**

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

Resolution No. 2018-332

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

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

**Carried**

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

Resolution No. 2018-333

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

**Carried**

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

Resolution No. 2018-334

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

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.

**Carried**

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

Resolution No. 2018-335

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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.

**Carried**

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

Resolution No. 2018-336

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

**Carried**

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

Resolution No. 2018-337

Moved by: Councillor Whalen

Seconded by: Councillor Laferriere

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.

**Carried**

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

Resolution No. 2018-338

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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.

**Carried**

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

Resolution No. 2018-339

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

**Carried**

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

Resolution No. 2018-340

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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.

**Carried**

**16. By-laws**

Resolution No. 2018-341

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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.

**Carried**

Resolution No. 2018-342

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

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.

**Carried**

**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**

Councillor McArthur acknowledged the fact that long time Mayor of Haileybury, Thomas Despres passed away this week and was known as the “Lunch Box Mayor” and served many years.

**19. Closed Session**

None

**20. Confirming By-law**

Resolution No. 2018-343

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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.

**Carried**

Resolution No. 2018-344

Moved by: Councillor McArthur

Seconded by: Councillor Foley

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.

**Carried**

**21. Adjournment**

Resolution No. 2018-345

Moved by: Councillor Hewitt

Seconded by: Councillor Whalen

Be it resolved that City Council adjourns at 6:34 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores  
Special Meeting of Council  
Thursday, July 19, 2018  
12:50 P.M.  
City Hall - New Liskeard Boardroom – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 1:00 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  
Shelly Zubyck, Director of Corporate Services  
James Franks, Economic Development Officer  
Mitch Lafreniere, Manager of Physical Assets

Regrets: Councillor Jesse Foley

Media: None

Members of the Public Present: 0

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

Resolution No. 2018-346

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Whereas Section 36.5 (b) of Procedural By-law No. 2008-160, as amended states should an item deemed to be time sensitive need to be added to the Agenda without advance public notice such as during the “Review of Revisions or Deletions to the Agenda”, Council shall vote to allow such item(s) to be added to the Agenda;

Now therefore Council for the City of Temiskaming Shores in accordance with Section 36.5 (b) hereby allows the addition of:

**Under Item 8 – By-laws**

By-law No. 2018-116 being a by-law to authorize the entering into a Lease Agreement with Dr. Danill Subbotin Dentistry Professional Corporation for the Rental of space at the Haileybury Medical Centre for a Dentistry practice

By-law No. 2018-117 being a by-law to authorize the entering into a Lease Agreement with Dr. Danill Subbotin Dentistry Professional Corporation for the Rental of space at the Haileybury Medical Centre for Storage and Employee Lunchroom

**Carried**

**4. Approval of Agenda**

*Resolution No. 2018-347*

Moved by: Councillor Whalen

Seconded by: Councillor Hewitt

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

**Carried**

**5. Declaration of Special Council Meeting**

*Resolution No. 2018-348*

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

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**

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

None

**7. New Business**

**a) Memo No. 018-2018-PW – Enabling Accessibility Funding Application – Don Shepherdson Memorial Arena**

*Resolution No. 2018-349*

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

That Council allocates \$55,000 within the 2019 Municipal Budget towards accessible upgrades; and

That Council directs staff to submit an application for funding assistance under the Government of Canada – Enabling Accessibility Fund for accessible upgrades at the Don Shepherdson Memorial Arena for the maximum amount of \$100,000 (65%) for a municipality with a population under 125,000; and

That Council allocates its portion, \$55,000 (35%) towards the project and will consider any additional allocations required should the cost of the project exceed \$155,000 as part of the 2019 Municipal Budget.

**Carried**

**8. By-laws**

*Resolution No. 2018-350*

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2018-116 Being a by-law to authorize the entering into a Lease Agreement with Dr. Danill Subbotin Dentistry Professional Corporation for the Rental of space at the Haileybury Medical Centre for a Dentistry practice

By-law No. 2018-117 Being a by-law to authorize the entering into a Lease Agreement with Dr. Danill Subbotin Dentistry Professional Corporation for the Rental of space at the Haileybury Medical Centre for Storage and Employee Lunchroom

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-351

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Be it resolved that:

By-law No. 2018-116; and

By-law No. 2018-117;

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

**Carried**

**9. Adjournment**

Resolution No. 2018-352

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that City Council adjourns at 1:10 p.m.

**Carried**

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores**  
**Special Meeting of Council**  
**Tuesday, July 31, 2018**  
**6:30 P.M.**  
**City Hall - New Liskeard Boardroom – 325 Farr Drive**

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**Minutes**

**1. Call to Order**

The meeting was called to order by Mayor Carman Kidd at 6:35 p.m.

**2. Roll Call**

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

Present: Christopher W Oslund, City Manager  
David B. Treen Municipal Clerk  
Tammie Caldwell, Director of Recreation  
Timothy Uttley, Fire Chief  
Jennifer Pye, Planner  
James Franks, Economic Development Officer

Regrets: Councillors Patricia Hewitt and Mike McArthur

Media: Diane Johnston, Temiskaming Speaker

Members of the Public Present: 4

**3. Approval of Agenda**

**Resolution No. 2018-353**

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**



**4. Declaration of Special Council Meeting**

Resolution No. 2018-354

Moved by: Councillor Whalen

Seconded by: Councillor Foley

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

**Carried**

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

None

**6. Presentation / Delegations**

a) James Franks, Economic Development Officer

**Re: Community Economic Development Strategic Plan**

Economic Development Officer, James Franks, utilizing powerpoint provided an overview of the draft Economic Development Strategic Plan that has been a process over several years. It was also noted that the Strategic Plan had been previously distributed to Council members and the Community Economic Development Advisory Committee (CEDAC).

Both Council and CEDAC members in attendance provided feedback on suggested modifications to the plan. James will incorporate the various suggestions into the final Economic Development Strategic Plan.

Resolution No. 2018-355

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that Council acknowledges the presentation of the draft Community Economic Development Strategic Plan from the Economic Development Officer, James Franks; and

That Council encourages feedback from the Economic Development Committee.

**Carried**

**7. New Business**

- b) Administrative Report No. CGP-015-2018 – Zoning By-law Amendment – ZBA-2018-01 (D) – District of Timiskaming Social Services Administration Board (DTSSAB)**

Resolution No. 2018-356

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

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

That Council agrees to amend the provisions of the City of Temiskaming Shores Zoning By-law 2017-154 to permit the zone change from Highway Commercial (C2) to High Density Residential Exception 17 (R4-17); and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law 2017-154 for consideration at the July 31, 2018 Special Council meeting.

**Carried**

**8. By-laws**

Resolution No. 2018-357

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2018-118 A by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C2) to High Density Residential Exception 17 (R4-17) - Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 1 and 2

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2018-358

Moved by: Councillor Laferriere

Seconded by: Councillor Whalen

Be it resolved that By-law No. 2018-118 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**9. Adjournment**

Resolution No. 2018-359

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that City Council adjourns at 8:05 p.m.

**Carried**

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Mayor – Carman Kidd

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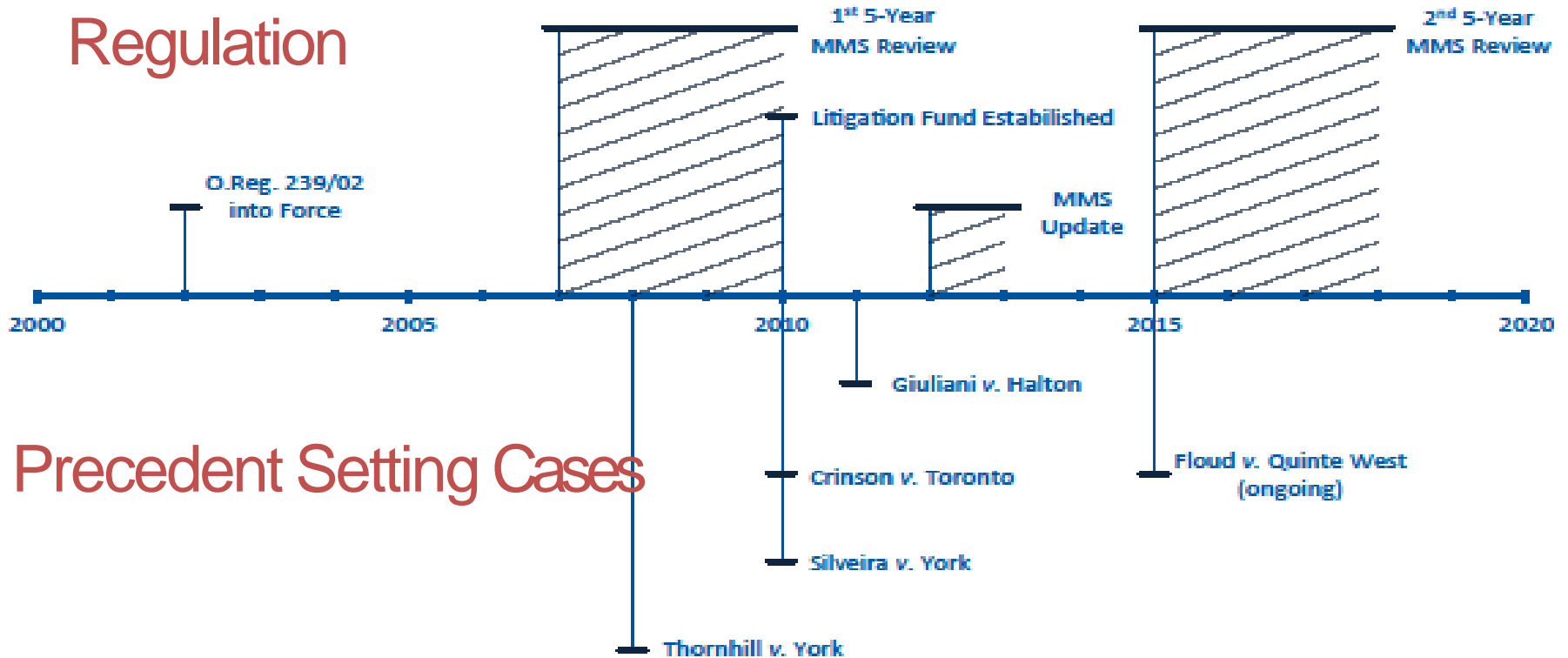
Clerk – David B. Treen



**Ontario Regulation 366/18 -  
Minimum Maintenance Standards  
for Municipal Highways**

# MMS 5 Year Review

## Regulation



## Precedent Setting Cases

# **Review Committee**

**Organizations – OGRA, MEA and MTO**

**Legal Council – Paterson MacDougall Law**

**Counties – Middlesex & Peterborough**

**Cities – Owen Sound, Toronto, Timmins,**

**Tillsonburg, Brampton & Leeds Grenville**

**Insurance Providers – Frank Cowan, Dufferin**

**Mutual, OMEX, JLT & Cunningham Lindsey**

# What's in a Title?

The word **“minimum”** has been removed from all sections of the regulation with the exception of the Title and Section 2(1).

The regulation now refers to **“the standard”**.

The purpose of this regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome.

# Classification Table Revisions

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90km/h speedlimit	Column 4 71 - 80km/h speedlimit	Column 5 61 - 70km/h speedlimit	Column 6 51 - 60km/h speedlimit	Column 7 41 - 50km/h speedlimit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

Classifications that have been changed

New Classifications



# Classification Table Revisions

- AADT – Annual Average Daily Traffic has been removed and replaced with:

## **ADT – Average Daily Traffic**

- A roadway's average daily traffic is the volume of vehicles counted over a given time period -  
- greater than one day but less than one year  
-- divided by the number of days in that time period

# Questions?





**What's new for  
Summer  
Maintenance**

# Potholes



## Clauses added to Section 6

**(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:**

- 1. Patrolling highways.**
- 2. Performing highway maintenance activities.**
- 3. Supervising staff who perform activities described in paragraph 1 or 2.**

**(1.2) The depth and surface area of a pothole may be determined by,**  
**(a) performing an actual measurement; or**  
**(b) performing a visual estimate.**

**(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway.**

# Cracks



**The depth and width of a crack taken out of the table and added to the clauses.**

- 8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact.**
  
- (2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm.**

# Luminaires



## **wording – same side of highway**

**10 (2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact.**

**10 (4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires.**

# **Sidewalk Surface Discontinuities**

## **Definition Revised – Section 16.1(5)**

**“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk.**

# Encroachments, area adjacent to sidewalk



## Definition – Section 1(1)

**“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;**

## What is the area adjacent to the sidewalk?

### Section 16.2(3)

**For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm.**



# When do I inspect?

## Section 16.2

- (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection.**
- (2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present.**

# **What is a highly unusual encroachment?**

- (4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians.**
  
- (5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality.**

# Closure of a Highway



## Section 16.8

**(1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality.**



# Questions?





**Let's look at what's  for Winter Maintenance**

# **Before we look at the changes...**

**We must remember that Section 3.1 - Weather Monitoring is the lynchpin for winter maintenance, which reads:**

- (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.**
- (2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.**

# Weather Hazard & Significant Weather Event



## Definitions Section 1(1)

**“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;**

**“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.**

# Significant Weather Event

**A municipality may declare a significant weather event in accordance with this Regulation at any time in its sole discretion it elects to do so.**



**The amendment includes Significant Weather Event sections for roadways, bicycle lanes and sidewalks.**



# **Declaration of a Significant Weather Event**



## **Section 16.9**

**A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:**

- 1. By posting a notice on the municipality's website.**
- 2. By making an announcement on a social media platform, such as Facebook or Twitter.**
- 3. By sending a press release or similar communication to internet, newspaper, radio or television media.**
- 4. By notification through the municipality's police service.**
- 5. By any other notification method required in a by-law of the municipality.**

# What do we do once it is declared?

Sections 4.3, 5.1, 16.4 and 16.6 have similar wording to...

**4.1(1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,**

- a) to monitor the weather in accordance with section 3.1; and**
- b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so.**

# **At the end of a Significant Weather Event**

**(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,**

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and**
- (b) address snow accumulation on roadways, bike lanes and sidewalks**

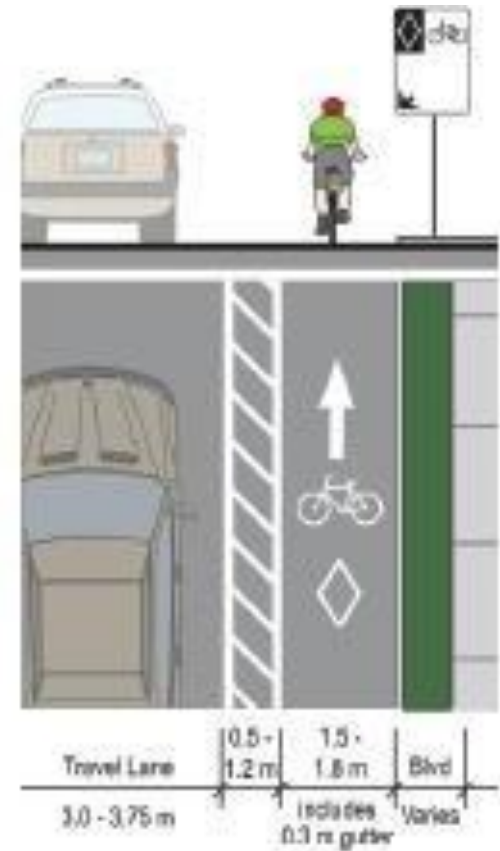
# Bicycle Lanes



## Definition

“bicycle lane” means,

- a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;



# Snow Accumulation on Bicycle Lanes

4.2 (1) (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation

## Roadway

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours



## Bicycle Lanes

Class of Highway	Depth	Time
<b>1</b>	<b>2.5 cm</b>	<b>8 hours</b>
<b>2</b>	<b>5 cm</b>	<b>12 hours</b>
<b>3</b>	<b>8 cm</b>	<b>24 hours</b>
<b>4</b>	<b>8 cm</b>	<b>24 hours</b>
<b>5</b>	<b>10 cm</b>	<b>24 hours</b>

# Ice Formation on Bicycle Lanes



## Section 5(5)

**For greater certainty, this section applies with respect to ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities.**

# Sidewalk Winter Maintenance



## Definition

**“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;**

# Snow Accumulation on Sidewalks



## Section 16.3

**(1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,**

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and**
- b) to provide a minimum sidewalk width of 1 metre.**



# Ice formation on sidewalks and icy sidewalks



## Section 16.5

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,**
  - a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and**
  - b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.**

# Winter Sidewalk Patrol



## Section 16.7

**(1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality.**

# Questions?



**TRI TOWN SKI & SNOWBOARD VILLAGE**

Box 1598

New Liskeard, ON P0J 1P0

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

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



July 12, 2018

Tammie Caldwell

Recreation Director

City of Temiskaming Shores

## **Summerfest Concert – 2018**

### **Tri-Town Ski and Snowboard Village**

On behalf of the Board of Directors at the Tri Town Ski and Snowboard Village, we would like to extend our sincerest thanks for all of the support provided in our efforts to host our first Summerfest concert.

Paul Allair, Mitch Lafreniere and all of the City's public works and recreation staff worked diligently, covering all the bases required for us to pull off a very successful night. Without their efforts and donations provided by the City of Temiskaming Shores we would not have been able to undertake such a large event.

Thank you to the City for your in-kind support, including use of land, stage, electrical and tent, to the manpower required to set up not once, but twice due to high winds forcing us indoors on Saturday afternoon! We also appreciated the media support provided, especially the quality CTV ad.

Our initial calculations have our profits in the \$26,000 range! These dollars will go towards the construction of our new chalet this summer.

We look forward to partnering with the City of Temiskaming Shores to host a similar event Canada weekend 2019!

Sincerely,

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

Lorna Desmarais

Tri Town Ski Village Vice President

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TEMISKAMING ART GALLERY  
325 Farr Drive, P.O. Box 1090, Haileybury, Ontario. P0J 1K0  
Telephone: (705) 672-3706 Email: temiskamingartgallery@gmail.com  
Web Page: www.temiskamingartgallery.ca



June 27, 2018

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

Re: Financial support City's cultural component of *Art in the Park*

Dear Mayor Kidd,

As you are aware, the Temiskaming Art Gallery is an important cultural asset and contributes much to the cultural identity of our community. TAG members and volunteers work very hard to keep the Temiskaming Art Gallery afloat. As you know, we continually apply for grants to maintain the quality and artistic diversity of exhibitions in the Gallery. These grants cover very little operational costs and therefore we must continually put on fundraisers to cover these ongoing costs. For your information, Hydro fees alone for 2017 were \$5,000. A huge cost for our small Gallery!

The City of Temiskaming Shores' Cultural Plan states that:

Access to culture can increase quality of life by improving mental health, decreasing crime rates, and fostering a sense of community. In Temiskaming Shores, culture is recognized as an integral component in the quality of life enjoyed by its residents. In a community founded on rich histories and traditions, preserving and enhancing local culture for future generations is a priority direction.

(p.29 - RECOGNIZE THE VALUE OF CULTURE IN SUPPORTING A HIGH QUALITY OF LIFE - Temiskaming Shores Municipal Cultural Plan)

We firmly believe that the Temiskaming Art Gallery contributes greatly to the overall wellbeing of our community by providing many of its programming components such as the children's art camps, the indigenous educational component, various art workshops, the cultural and historical speaker series, the classroom gallery lessons, the studio visits, the quality and diverse exhibitions and the *Art in the Park* musical evenings.

The Summer month's *Art in the Park* component of TAG's programming brings in many visitors to Haileybury's beautiful waterfront and has an economic impact in our community. As you and city councilors are aware, the City has, in the past, provided \$20,000.00 for 4 years to TAG to organize and produce *Art in the Park*. We are now in the final year of this partnership.

In anticipation of the 2019 budget and going forward, we are asking that the City continue its partnership with TAG for *Art in the Park* by providing an ongoing annual contribution of \$5,000.00 for the *Art in the Park* component. This would help the Gallery with the costs of providing these evenings.

In appreciation, we will continue to recognize the City of Temiskaming Shores as partner of these hugely successful musical and artistic evenings.

Thank you for taking the time to consider our request. You can reach me at 705-648-0867 if you wish more information to help in considering this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alyssa Wilson', written in a cursive style.

Alyssa Wilson,  
Chairperson  
Temiskaming Art Gallery

c.c. Kirsten Hill, Interim Gallery Manager, Temiskaming Art Gallery



THE  
COLLEGE  
OF  
PHYSICIANS  
AND  
SURGEONS  
OF  
ONTARIO

July 2018

**TO: MAYOR, CITY CLERK AND COUNCILLORS:**

## **Nominate an Outstanding Ontario Physician in Your Community The College of Physicians and Surgeons of Ontario Council Award**

The College of Physicians and Surgeons (CPSO) is now accepting nominations for the **2019 Council Award**. The Council Award honours outstanding Ontario physicians who have demonstrated excellence and embody a vision of the “ideal physician”.

The criteria for selecting a physician for the Council Award are outlined in the enclosed brochure and nomination form. The criteria are based upon eight “physician roles” that reflect society’s expectations of what is needed to practise modern medicine.

Through the award, the College honours Ontario physicians whose performance in each of these roles is outstanding, recognizing that individual physicians will demonstrate more extensive expertise in some roles than in others.

If you know of a physician who meets the selection criteria, please nominate him or her for the Council Award.

**The deadline for receipt of nominations is October 1, 2018 at 5:00 p.m.**

For further information, please contact the Council Awards Program at 416-967-2600 or 1-800-268-7096 extension 611 or [CPSOaward@cpso.on.ca](mailto:CPSOaward@cpso.on.ca).

Dear stakeholder,

Further to my email of June 27, I am pleased to send you two hard copies of my latest Annual Report (one English, one French). This report covers the 2017-2018 fiscal year and significant developments in recent months.

This is our Office's second full fiscal year of reporting on our oversight of municipalities, universities and school boards, in addition to provincial government organizations. I hope that you and all stakeholders in these new areas of jurisdiction will find the information in this report of interest.

You can also find the entire report, media materials and backgrounders, statistics and maps, as well as video of my press conference at Queen's Park, on our website, [www.ombudsman.on.ca](http://www.ombudsman.on.ca).

In the report, I have stressed that our Office understands that statistics do not tell the whole story. To put them in context, we encourage you to read the sections of the report that relate to your area (Municipalities: pages 32-41; School boards: 42-47; Universities: 48-51), in which we discuss the most common issues in each sector and the types of cases we have resolved across the province.

In the interests of immediacy and "thinking green," we encourage you to let any interested colleagues and stakeholders know that they can access all of this information online. However, we are of course happy to send additional hard copies upon request.

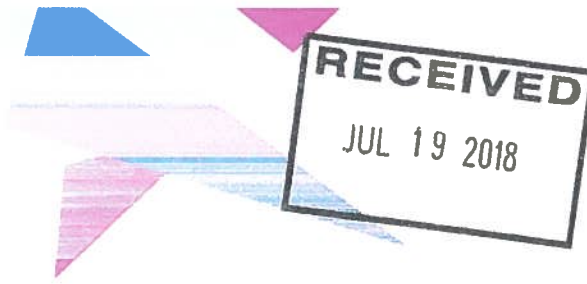
Should you have any questions about the report or cases related to your organization, please do not hesitate to contact us. We are also happy to assist you with any general questions about our work. You can reach our staff at 1-800-263-1830 or [info@ombudsman.on.ca](mailto:info@ombudsman.on.ca).

Sincerely,



Paul Dubé  
Ombudsman of Ontario





Felicity Buckell  
Coordinator  
SPARC Symposium 2018  
PO Box 987  
Haileybury, Ontario  
POJ 1K0

**SPARC SYMPOSIUM 2018 : *translation***

COBALT, ONTARIO

felicity@sparcperformingarts.com

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

Thursday July 19, 2018

Dear Mayor, Council, and Staff of the City of Temiskaming Shores,

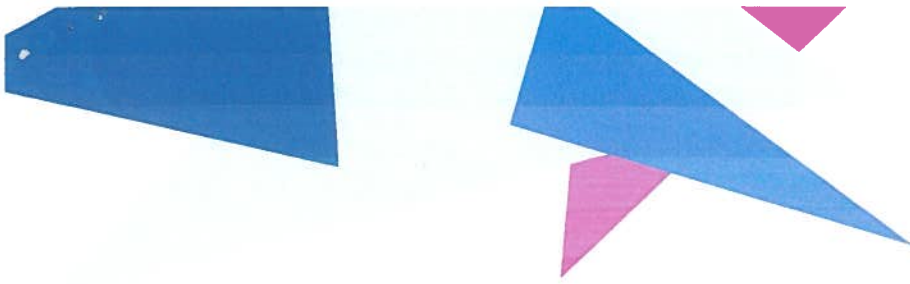
Pied Piper Kidshows, the local working group for the SPARC Symposium 2018, and the Network Steering Committee (based in Haliburton) would like to express our sincere gratitude to the City of Temiskaming Shores for your support during our symposium of May 24<sup>th</sup> - 27<sup>th</sup>; we very much appreciated the City's contribution of conference bags, pins, maps, and pens for our registrants.

The SPARC Symposium was a grand success! Over 100 individuals from across the province, including many federal and provincial funders, gathered in Cobalt and Temiskaming Shores for four days of workshops, discussions, and celebrations of the performing arts in rural communities. Furthermore, over 50 local volunteers came out that weekend to support the event (what a community!).

Hotels were busy, and venues throughout the region (such as Riverside Place, the Pool Fitness Centre Lakeview Room, and Chat Noir Books & Coffee) were appreciated as workshop spaces. About a dozen delegates joined Maggie Wilson for a tour of historic Cobalt, and another dozen were led by Luc and Danielle Dubois on a hike to Devil's Rock on Friday afternoon; that evening the Miner's Tavern and the Café Meteor were packed as Symposium folks enjoyed performances by local artists.

We have had incredible feedback from the attendees, such as:

- *I loved so much about this Symposium! It was well-run, organized, with a great vibe and wonderful food and accommodations.*
- *Fantastic workshops, great people, great energy. Best networking event I've been to yet!*



Felicity Buckell  
Coordinator  
SPARC Symposium 2018  
PO Box 987  
Haileybury, Ontario  
P0J 1K0

**SPARC SYMPOSIUM 2018 : *translation***  
COBALT, ONTARIO

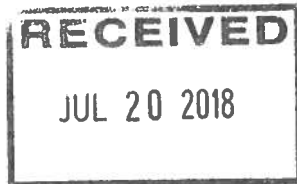
[felicity@sparcperformingarts.com](mailto:felicity@sparcperformingarts.com)

- *It really exceeded my expectations. Thank you!*
- *I appreciated every aspect, although especially the effort to connect us with the local community. Efforts to include hikes, history walks/re-enactments, local entertainment, were all very welcoming and made the overall weekend fantastic*
- *Loved the location, and really enjoyed how open and friendly everyone was.*
- *The whole Symposium was fantastic! A really great energy, interesting panels/discussions, great food, such a warm welcome from the committee.*
- *Congratulations to the organizers for pulling together a weekend of stimulating events and presenters. Enjoyed the use of venues in Haileybury and New Liskeard. Successful variety in terms of age, gender and ethnicity! The food was very good and the local people took pride in taking care of the delegates. Worth the drive north!*
- *THE FOOD WAS AMAZING. Also, this was a fantastic opportunity to visit towns in Ontario that I never would have considered checking out before - I'm already planning on bringing friends up to Cobalt and Haileybury.*

Thank you again most sincerely for supporting our event,

*Felicity*

Felicity Buckell  
SPARC Symposium 2018 Coordinator



Dennis McCarty  
P.O. Box 386  
Haileybury, Ontario  
P0J 1K0

July 16, 2018

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

Attention: Mayor Carman Kidd and Council

Dear Mayor Kidd & Council:

**RE: STOP SIGN AT MORISSETTE DRIVE & MERIDIAN AVENUE**

---

I am requesting that Council consider the placement of a Stop sign at the corner of Morissette Drive and Meridian Avenue (heading East on Morissette Drive).

Currently the intersection is only controlled with one Stop sign heading South on Meridian Avenue. There are several factors that support the placement of a Stop sign as follows:

- The access to Mount Pleasant Cemetery is at this intersection. Currently vehicles exiting the cemetery do not have to stop which could cause conflict with traffic proceeding East on Morissette Drive;
- There is a significant amount of pedestrian traffic using Morissette Drive from the Community Living residence;
- Residents from the two nursing homes use scooters in this area.

I believe the placement of a Stop sign at this intersection would enhance public safety of both motorists and pedestrians.

Your consideration of this request is greatly appreciated.

Yours truly,

A handwritten signature in black ink that reads "D.D. McCarty". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Dennis McCarty



The Corporation of the Township of  
**NORTH STORMONT**  
**RESOLUTION**

Date: June 26, 2018

Resolution No. RES-1437-2018

**MOVED BY:**

Deputy Mayor Bill McGimpsey   
 Councillor Jim Wert   
 Councillor François Landry   
 Councillor Randy Douglas

**SECONDED BY:**

Deputy Mayor Bill McGimpsey   
 Councillor Jim Wert   
 Councillor François Landry   
 Councillor Randy Douglas

**WHEREAS** Ontario's Green Energy Act clearly outlines the commitment the Province has to Green Energy; and

**WHEREAS** Municipal governments have been removed from having any meaningful input in these Green Energy projects; and

**WHEREAS** Legal agreements between Municipalities and Green Energy companies cannot guarantee the future safeguards needed to protect lower tier governments from financial exposure if Green Energy companies forfeit their responsibilities; and

**WHEREAS** the magnitude of some of these projects would financially cripple a municipal government if they inherited restoration or repair costs;

**THEREFORE** be it resolved that the Province of Ontario extend its areas of responsibility to include any costs that Municipalities may have to inherit from Green Energy projects. Such as water quality, site restoration, infrastructure repair;

**AND** that this resolution be circulated to Premier Doug Ford, Ministry of Energy Minister   
~~Glenn Thibeault~~, MPP Jim McDonell, United Counties of SDG, AMO and all the municipalities of Ontario.

**FOR**

**AGAINST**

Recorded Vote:

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

CARRIED:

  
 Mayor

DEFEATED:

\_\_\_\_\_  
 Mayor

Declaration of Conflict of Interest:

- Disclosed His/Her/Their interest
- Vacated His/Her/Their Seat
- Deferred

  
 \_\_\_\_\_  
 CAO/CLERK



July 4, 2018

Re: 18<sup>th</sup> Annual Child Care Worker and Early Childhood Educator Appreciation Day, October 16, 2018

To Ontario mayors and councils,

The Ontario Coalition for Better Child Care (OCBCC), the Canadian Union of Public Employees (CUPE) and other labour and community partners around Ontario have announced Tuesday, October 16, 2018 as the 18<sup>th</sup> annual Child Care Worker & Early Childhood Educator Appreciation Day, a day of recognition for the many people who work providing early learning and child care services in your community.

Our theme this year is: ***Early Childhood Educators and Child Care Workers: Champions for Children.***

This annual awareness day recognizes the education, skills, commitment and dedication of Early Childhood Educators (ECEs) and child care staff, and each year is proclaimed by municipalities and school boards across Ontario. Many groups are recognized by way of municipal resolution. Such a day allows us to acknowledge the important contributions of child care workers and ECEs.

**We are writing to ask that you and your Council consider proclaiming Child Care Worker & Early Childhood Educator Appreciation Day in your municipality. A sample proclamation is attached.**

Even if your council does not issue official proclamations, there are many ways for your municipality to participate in celebrating this special day:

- Your council could sponsor a public announcement;
- Display our posters and distribute our buttons;
- Many municipalities organize events and contests for the day or have councilors or the mayor participate in events hosted by child care centres within the municipality.
- A document of further ideas and examples is attached.

We would love to acknowledge those municipalities celebrating child care workers and ECEs across Ontario on October 16, 2018. Let us know how your municipality is participating in the recognition day and we will add your municipality to our list of proclamations and celebrations.

Please direct any correspondence on proclamations and/or celebration activities to the attention of Carolyn Ferns, by mail: Ontario Coalition for Better Child Care, 489 College St., Suite 206, Toronto, ON M6G 1A5, by fax at 416-538-6737, or by email at: [carolyn@childcareontario.org](mailto:carolyn@childcareontario.org).

Thank you for your consideration.

Sheila Olan-Maclean  
President, Ontario Coalition for Better Child Care

Fred Hahn  
President, CUPE Ontario Division

# CHILD CARE WORKER & ECE APPRECIATION DAY 2018

18<sup>TH</sup> ANNIVERSARY – OCTOBER 16<sup>TH</sup>, 2018

*This year marks the 18th annual Child Care Worker & Early Childhood Educator Appreciation Day, which will be held on Tuesday October 16th 2018. On this day we recognize the hard work, meaningful care and continuous learning these educators provide children every day. This year's theme is **CHAMPIONS FOR CHILDREN** in recognition of the essential role that educators play in the lives of our youngest learners.*

## Ideas to celebrate the day!

### Municipalities

- Place an ad in the local newspaper announcing Child Care Worker and ECE Appreciation Day.
- Take nominations from local child care centres for outstanding staff to be recognized by the Mayor through a letter, announcement or event.
- Encourage local councillors to tour child care centres to find out more about this important work. Event could also generate media coverage.
- Organize a community-wide celebration to recognize individual staff or centres and programs.

### School Boards

- Insert the day on the monthly calendar of October.
- Arrange to have the day announced on the PA the morning of Tuesday October 16th.
- Encourage classes of grade 7 and 8 students to visit the child care centre. Students may ask the educators about their role as an ECE.
- Set up a Wall of Fame where parents have the opportunity to say thank you to each staff.
- Place our poster on school bulletin boards.

### Child care centres

- Host a pizza lunch for the staff. Give each staff member a certificate of appreciation.
- Have every staff in the centre vote on one child care champion of the year.
- Set up a board near the entrance of the centre where parents may write thank you notes.
- Place our poster on the door to show everyone that it is Child Care Worker and Early Childhood Educator Appreciation Day!

## Show ECEs your appreciation on social media

- Share photos of how you're celebrating Child Care Worker and ECE Appreciation Day.
- Use the hashtags #CCWAD and #ECEappreciation
- Share an event prior to the date to raise awareness and get more people involved.
- Write a kind message about a child care provider you know.

Contact the OCBCC to order posters and buttons by Friday October 1<sup>st</sup> to ensure delivery.

Ontario Coalition for Better Child Care

Phone: 416-538-0628 x 2 / toll-free 1-800-594-7514 x 2

Email: [campaigns@childcareontario.org](mailto:campaigns@childcareontario.org)

Centre de services pour  
de meilleurs services  
éducatifs à l'enfance



ONTARIO COALITION FOR  
**Better Child Care**

July 20, 2018

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



Project No.2017-5003

D18-201.MTO-009MD

**NOTICE OF PROJECT COMMENCEMENT – REPLACEMENT OF CALAMITY CREEK CULVERT**

Dear Mr. Kidd,

This letter is to inform you that the Ministry of Transportation of Ontario (MTO) has initiated a Class Environmental Assessment (EA) for the replacement of the Calamity Creek Culvert (47-273/C). The project area is shown on the attached site map.

The project involves the replacement of the Calamity Creek Culvert using trenchless technology. The new culvert will be located immediately adjacent to the existing culvert. Once the new culvert is installed, the existing Calamity Creek Culvert will be decommissioned. Construction Demathieu & Bard (CDB) Inc. will be completing the design and construction of the new culvert and decommissioning the old culvert. All construction activities are scheduled to be completed during daytime hours. There may be some temporary traffic and access restrictions during the duration of construction.

This project is classified as a Group 'C' project under the Class Environmental Assessment for Provincial Transportation Facilities (2000). Group C projects are described as projects which are minor improvements to existing facilities.

Contingent on the outcome of the Class EA and reception of environmental approval, construction may begin as early as the late summer or early fall of 2018 and will be completed in 2019.

If you have any questions, or would like additional information regarding this project, please feel free to contact Marlen Dinovitzer of Construction Demathieu & Bard (CDB) Inc at (705) 874-0202 ext. 204, or M.Dinovitzer@cdbtechno.com. Stakeholder groups are encouraged to call collect.

Your input for this project is valued and would be appreciated within 30 days of this letter on August 20, 2018.<sup>1</sup>

Sincerely,



Marlen Dinovitzer  
Project Manager

<sup>1</sup> Information will be collected in accordance with the Freedom of Information and Protection of Privacy Act. With the exception of personal information, all comments will become part of the Public Record.



Public Health  
Agency of Canada

Agence de la santé  
publique du Canada

Chief Public  
Health Officer

Administratrice en chef  
de la santé publique



Your file    Votre référence

Our file    Notre référence

His Worship Carman Kidd  
Mayor of the City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, Ontario P0J 1K0

Dear Mr. Mayor:

On behalf of the Public Health Agency of Canada (PHAC), I am pleased to offer my congratulations to the City of Temiskaming Shores on being recognized by the Government of Ontario for its commitment to becoming an Age-Friendly Community (AFC).

Making communities age-friendly has been identified as one of the best ways to help seniors remain healthy, active, and independent for as long as they can. AFCs encourage healthy aging by improving and preserving: health; physical, social and mental wellness; independence; and quality of life. At the same time, AFCs create better, safer and healthier places for all Canadians to live in and thrive as they age.

PHAC and the World Health Organization (WHO) recognize the importance of creating social and physical environments in communities that facilitate active and healthy aging. On behalf of PHAC and WHO, I am pleased to endorse the Government of Ontario's recognition of your community's commitment to becoming age-friendly.

In becoming part of the Pan-Canadian Age-Friendly Community Initiative, the City of Temiskaming Shores has the immediate benefit of also being pre-approved to join the WHO Global Network for Age-Friendly Cities and Communities. To finalize the process of being added to the official list of WHO Network Members, you are requested to visit the following link: <https://extranet.who.int/agefriendlyworld/application-form/>.

Once membership is processed by WHO, you can login to your profile page to download an official certificate of membership. Please note that while you will be required to enter general information about Temiskaming Shores' age-friendly work, you will not have to undergo an additional screening process and will be accepted upon completion of the form. For further information about membership in the Global Network, you are invited to read the Terms of Reference for Membership at the following link: <https://extranet.who.int/agefriendlyworld/membership/>.

.../2



I would encourage active engagement in the Global Network, as this will provide you with the greatest benefit and international visibility. Members are also required to submit at least one Age-Friendly practice per year in order to maintain membership. Please visit <https://extranet.who.int/agefriendlyworld/submit-afp/> to submit your AFC practices.

Please accept our best wishes for your continued efforts to support healthy aging, and in leading the way for other communities in Ontario, and across Canada, to become age-friendly.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Tam', written in a cursive style.

Dr. Theresa Tam, BMBS (UK), FRCPC  
Chief Public Health Officer

c.c.: Dr. John Beard, Director, WHO  
Tammie Caldwell, Director of Recreation, City of Temiskaming Shores



## TEMISKAMING SHORES POLICE SERVICES BOARD

MAY 14, 2018 AT 1:00 P.M.

CITY HALL COUNCIL CHAMBERS – 325 FARR DRIVE

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### MINUTES

#### 1. CALL TO ORDER

The meeting was called to order by Board Chair Doug Jelly at 1:03 p.m.

#### 2. ROLL CALL

PRESENT: Board Chair Doug Jelly  
Board Members Ruth Shepherdson, Brian Thornton and Tyler Twarowski

ALSO

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

REGRETS: Board Member Danny Whalen

MEMBERS OF THE PUBLIC PRESENT: 1

#### 3. OATH OF OFFICE

Tyler S. Twarowski took his Oath of Office as a Provincial Appointee (Order in Council 639/2018) to the Temiskaming Shores Police Services Board.

#### 4. ADDENDUM/ANNOUNCEMENTS

Additions: Under Item No. 12 – **Bylaws:**

By-law 2018-001

Being a By-law to Adopt a Policy regarding the Use of Board Resources During an Election Period

**5. APPROVAL OF AGENDA**Resolution No. 2018-12

Moved by: Ruth Shepherdson

Seconded by: Brian Thornton

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

CARRIED

**6. PRESENTATIONS/DELEGATIONS**

Dan Dawson, Chair

Re: **Tri-Town Crimestoppers**

Crime Stoppers is based on the simple principle that for every crime committed someone other than the criminal has information that might solve it. Crime Stoppers is the brainchild of a Canadian-born Albuquerque, New Mexico police detective, Greg MacAleese. MacAleese was assigned to investigate a 1976 robbery gone afoul that resulted in the senseless shooting of a young part-time employee of a gas station. Frustrated by the lack of a solid investigative lead in this case, MacAleese recognized there were two reasons the public did not communicate information concerning crime to authorities. These two prohibitions were a valid fear of reprisal and pervasive public apathy. This crime occurred at dusk, in a well-travelled neighbourhood in Albuquerque, leading MacAleese to believe that someone, other than the killers, must have knowledge concerning this homicide.

He reasoned that if he were to offer a cash reward, to overcome the apathy, while guaranteeing anonymity, to protect against reprisal, he might be able to solve this case. He contacted the local media, staged an on-site televised re-enactment of the crime and offered a cash reward from his own pocket for information that led to an arrest of the persons responsible. He set up a secure "tips" line and invited the public, after viewing the re-enactment, to call with information. He received a number of calls and the case was solved.

The Crime Stoppers triad was forged when MacAleese approached several members of the community to serve on a governing board of directors to administer the fledgling programme and raise the necessary charitable funding. The concept of the community, the media and the police working together to solve crime spread rapidly to point where there are Crime Stoppers programmes across the United States, Canada, Britain, South Africa, Guam and Australia. In Ontario, there are 39 Crime Stoppers programmes, linked together by a national toll-free Crime Stoppers telephone number (1-800-222-8477 or TIPS), covering the entire geography of our Province. The impact of this crime fighting network in

Ontario has been astounding! Since the original Ontario programme commenced operation in 1983 to the end of 1999 Crime Stoppers tips have led to the arrest of 50,000 persons.

Dan Dawson advised the Board that the Tri-Town Crimestoppers was founded locally in 1993 and will be celebrating their 25<sup>th</sup> Anniversary this year.

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

None

**8. APPROVAL OF MINUTES**

*Resolution No. 2018-13*

Moved by: Brian Thornton

Seconded by: Ruth Shepherdson

Be it resolved that the Minutes of the Temiskaming Shores Police Services Board meeting held on March 19, 2018 be approved as printed.

CARRIED

**9. COMMUNICATIONS**

- a) Oscar Mosquera, Manager Program Development Section, Public Safety Division – Ministry of Community Safety and Correctional Services

Re: Proceeds of Crime/Front-Line Policing Grant Program – Temiskaming Shores PSB Proposal was not approved

Reference: Received for information.

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

Re: 2019 Municipal Policing Billing Statement Property Count

Reference: Received for information.

- c) Mark Tysick, Owner/Operator – Zah Pizzeria

Re: Request to waive \$200 False Alarm fee

Reference: Referred to New Business.

Resolution No. 2018-14

Moved by: Ruth Shepherdson

Seconded by: Brian Thornton

Be it resolved that the Police Services Board agrees to deal with Communication items 9 a) to 9 c) according to the agenda references.

CARRIED

**10. OPP BUSINESS**

**a) OPP Temiskaming Detachment Report – March / April 2018**

Resolution No. 2018-15

Moved by: Brian Thornton

Seconded by: Tyler Twarowski

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of the March / February 2018 OPP Temiskaming Detachment Report.

CARRIED

**11. NEW BUSINESS**

**a) OAPSB Report – Doug Jelly**

The Board Chair provided a verbal report on OAPSB matters and advised the Board that the OAPSB Conference would be coming up May 23-26, 2018 in Blue Mountains, Ontario. The Board Chair, Members Shepherdson & Thornton and the Board Secretary will be attending the Conference.

**b) Safer Ontario Act - Update**

On March 8, 2018 the *Safer Ontario Act, 2018* received Royal Assent.

Much of the *Police Services Act, 2018*, the *Policing Oversight Act, 2018* and the *Ontario Policing Discipline Tribunal Act, 2018* will come into force on January 1, 2020. The *Ontario Special Investigations Unit Act, 2018* will come into force on June 30, 2018. Other new Acts and amendments to existing Acts found in the Schedules to the *Safer Ontario Act, 2018* will come into force on dates specified in the legislation or on dates proclaimed by the Lieutenant Governor. Until that time, the current legislative framework continues to be in force.

d) **Commissioner's Own Pipes & Drums of the Ontario Provincial Police – Visit to Temiskaming Shores on June 10, 2018**

The Commissioner's Own Pipes & Drums of the OPP will be travelling through Temiskaming Shores on June 10, 2018 and will be visiting the Northdale Manor.

e) **Community Safety Zone – Highway 11 North (St. Michel School)**

Resolution No. 2018-16

Moved by: Brian Thornton  
Seconded by: Tyler Twarowski

Whereas École St. Michel has requested measures from the Ministry of Transportation Ontario (MTO) to address safety concerns on Highway 11 North; and

Whereas 460 students attend École St. Michel and its associated daycare centre in addition to 60 staff/support workers on a daily basis; and

Whereas 26 buses enter and exit the school property via Highway 11 North on a daily basis in addition to approximately 120 vehicles used by staff members, daycare clients/staff and the public; and

Whereas Community Safety Zones and reduced speed limits have been designated in school zones throughout the City the Temiskaming Shores with the exception of École St. Michel as Highway 11 North is under the jurisdiction of the MTO; and

Whereas the Temiskaming Shores Police Services Board supports measures to enhance Community Safety.

Now therefore be it resolved that the Temiskaming Shores Police Services Board hereby petitions the Ministry of Transportation to implement the following:

- A reduction in the Speed Limit from the intersection of Tobler Road/Highway 11 North to the intersection of Highway 65 East and Highway 11 North to 70 km/hr;
- The installation amber flashing lights to indicate the School Zone; and
- The establishment of a Community Safety Zone under the Highway Traffic Act

CARRIED

f) **Traffic Concerns**

- Speed / Distracted Driving
- Off-Road Vehicles

The Board Chair expressed concerns with distracted driving in the downtown core and the use of off-road vehicles crossing the bridge in New Liskeard. Inspector Cecchini will speak with the officers about the Municipal By-law restrictions and increased enforcement.

g) **False Alarm Request for Relief – Zah Pizzeria**

Resolution No. 2018-17

Moved by: Tyler Twarowski

Seconded by: Ruth Shepherdson

Be it resolved that the Temiskaming Shores Police Services Board acknowledges receipt of an email from Mark Tysick, Owner/Operator of Zah Pizzeria dated May 2, 2018 regarding a False Alarm that occurred at 355 Main Street on Friday, February 2, 2018 at 2:49 p.m.; and

Further be it resolved that the Board hereby denies the request to waive the \$200 false alarm fee.

CARRIED

**12. BY-LAWS**

Resolution No. 2018-18

Moved by: Tyler Twarowski

Seconded by: Brian Thornton

Be it resolved that:

By-law 2018-001 Being a by-law to adopt a Use of Board Resources during an Election Period

be hereby given First and Second Reading.

CARRIED

Resolution No. 2018-19

Moved by: Brian Thornton

Seconded by: Tyler Twarowski

Be it resolved that By-law 2018-001 be hereby given Third and Final Reading, be signed by the Board Chair and Secretary and the Corporate Seal affix thereto.

CARRIED

**13. CLOSED SESSION**

None

**14. SCHEDULE OF MEETINGS**

a) Regular Police Services Board meeting – July 16, 2018 at 1:00 p.m. –  
Council Chambers, City Hall – 325 Farr Drive

**15. ADJOURNMENT**

*Resolution No. 2018-20*

Moved by: Tyler Twarowski

Seconded by: Ruth Shepherdson

Be it resolved that the regular meeting of the Temiskaming Shores Police Services Board hereby adjourns at 2:03 p.m.

CARRIED

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CHAIR

---

SECRETARY



TEMISKAMING SHORES AND AREA PHYSICIAN RECRUITMENT  
AND RETENTION COMMITTEE



**MEETING MINUTES**  
Tuesday February 6, 2018  
Temiskaming Hospital Boardroom – 12:00 PM

**1. CALL TO ORDER**

Meeting called to order at 12:03 p.m.

**2. ROLL CALL:**

Carman Kidd, Mayor - Temiskaming Shores  
Christopher W. Oslund, City Manager - Temiskaming Shores  
Jocelyne Maxwell, CEO Centre de sante communautaire du Temiskaming  
Mike Baker, CEO – Temiskaming Hospital  
Dr. Ryan Sayer, New Liskeard Physician  
Dr. Nichole Currie, Haileybury Physician  
Jeff Laferriere, Temiskaming Foundation  
Darcy Griffith, Chamber of Commerce – Community Representative

**EX-OFFICIO/COMMITTEE RESOURCES**

Shelly Zubyck, Director of Corporate Services/Recording Secretary  
Bonny Koistinen, Recruitment - Temiskaming Hospital  
Ellen Ibey, Executive Director - Temagami Family Health Team  
Shirley Watchorn, Executive Director – Great Northern Family Health Team  
Deborah Kersley, Executive Director – Haileybury Family Health Team

**REGRETS:**

Dr. Patrick Logan, Chief of Staff – Temiskaming Hospital  
Randy Winters, Manager Corporate Services – Temiskaming Health Unit

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

Moved by: Jeff Laferriere  
Seconded by: Jocelyne Maxwell

Addition: Jessica Caldwell – Chamber of Commerce Community Representative

Resignation: Darcy Griffith – Chamber of Commerce Community Representative

Be it resolved that the Temiskaming Shores and Area Physician Recruitment and Retention Committee Agenda for the February 6, 2018 meeting be approved as amended.

Carried

**4. DISCLOSURE OF PECUNIARY INTEREST**

None

**5. APPROVAL OF PREVIOUS MEETING MINUTES**

Moved by: Jeff Laferriere  
Seconded by: Chris Oslund

Be it resolved that the Minutes of the Temiskaming Shores and Area Physician Recruitment and Retention Committee meeting of October 19, 2017 be approved as presented.

Carried

TEMISKAMING SHORES AND AREA PHYSICIAN RECRUITMENT  
AND RETENTION COMMITTEE



**MEETING MINUTES**  
Tuesday February 6, 2018  
Temiskaming Hospital Boardroom – 12:00 PM

---

**6. FINANCIAL REPORT**

- 6.1 Chris Oslund reported on the financials of the committee. Currently there is a balance of \$98,876.24 with \$20,000 committed to Dr. Corbeil's incentive and \$20,000 committed to Dr. Pretty's incentive.

The Centre du Sante advised they are reducing their contribution to the Physician Recruitment Committee and on a go forward basis they will be contributing \$2,500 per year.

**7. NEW BUSINESS**

**7.1 Recruitment update/initiatives**

Bonny Koistinen provided an update on recruitment. Currently there is 1 vacancy in Haileybury and two vacancies in New Liskeard.

**7.2 Funding Strategy**

The development of a funding strategy is still on going. Carman Kidd, Chris Oslund, and Ryan Sayer will be meeting in the next couple weeks to get started.

Bonny Koistinen provided an update on the community event planned for June, 2018 which will include a dinner and concert for 1000 people with a number of community groups working together to raise funds for their respective causes.

The goal for physician recruitment is \$40,000.

**8. CLOSED SESSION (IN CAMERA)**

None

TEMISKAMING SHORES AND AREA PHYSICIAN RECRUITMENT  
AND RETENTION COMMITTEE



**MEETING MINUTES**  
Tuesday February 6, 2018  
Temiskaming Hospital Boardroom – 12:00 PM

---

**9. SCHEDULE OF MEETINGS**

Shelly will send an email for potential next meeting dates in December.

**10. ADJOURNMENT**

Moved by: Chris Oslund  
Seconded by: Jocelyne Maxwell

Be it resolved that the Temiskaming Shores and Area Physician Recruitment and Retention Committee hereby adjourns at 12:36 p.m.

Carried

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COMMITTEE CHAIR

---

RECORDER

**1. CALL TO ORDER**

The meeting was called to order at 8:32 a.m.

**2. ROLL CALL**

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

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

Under Administrative Reports:

11 (b) Memo 017-2018-PW – Communication Plan

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

None

**5. APPROVAL OF AGENDA**

Recommendation PW-2018-032

Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee agenda for the July 19, 2018 meeting be approved as amended.

**Carried**

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

Recommendation PW-2018-033

Moved by: Councillor Patricia Hewitt

Be it resolved that the Public Works Committee minutes for the June 21, 2018 regular meeting be adopted as presented.

**Carried**

**7. CORRESPONDENCE**

None

**8. INTERNAL/EXTERNAL COMMITTEE CORRESPONDENCE**

None

**9. UNFINISHED BUSINESS**

**9.1 WOOD - New Waste Management Capacity**

**Previous Discussion:**

The lifespan of the Haileybury landfill originally reported was inaccurate. EXP has completed an in-depth survey and interpretation of contours of the site and determined the landfill life expectancy is closer to 2.3 years. We are currently waiting on an amended Closure Plan to reflect this change.

**Discussion:**

Work is still on-going. A request has been submitted to the Ministry for a meeting with the Minister at the AMO Conference in August.

**9.2 Public Works Staff Training**

**Previous Discussion:**

No update

**Discussion:**

One resignation from the Joint Health & Safety Committee due to staffing changes. Chris Guitard has completed his Part 1 Training and will be registered shortly for his Part 2 Training (hopefully in October, 2018).

There are two new full-time Water/Sewer Operators due to staffing changes. They will be attending the “Maintenance Fest” in Walkerton the last week of August.

**9.3 Public Works Department Update**

**Previous Discussion:**

Public Works staff has completed the street sweeping and are currently working through the flushing of the hydrants.

**Discussion:**

The two vacancies in the Water/Sewer Department have been filled by Andrew McLean and Tom Tinney. Human Resources will be issuing an internal posting in the near future for the two Equipment Operator vacancies.

Vacation schedules are having some impact on operations, however, work continues on the flushing of hydrants, shoulder work on the West Road, etc.

**9.4 Full Solid Waste Management Program**

**Previous Discussion:**

Steve Burnett will be presenting a report to Council recommending amendments to the current Solid Waste Management By-law specific to the Landfill tipping fee schedule.

**Discussion:**

Staff is working on new signage and tickets as a result of the new tipping fee schedule.

The Committee reviewed a memo from Agnico Eagle regarding their work plan for moving materials from the Cobalt Lode Landfill to the Haileybury Landfill. City crews will look after the placement of the material for landfill capping purposes.

**9.5 North Cobalt Water Stabilization Project – Update**

**Previous Discussion:**

Council approved the final stages of the project. The Timiskaming Health Unit will be issuing a Boil Water Advisory in order to complete the work.

**Discussion:**

There were some complications on July 18, 2018 with the change-over. Work was conducted during the night and was intended to be operational by morning; however, the water was not turned on until the early afternoon with the full system operational by 4:30 p.m. Staff was busy fielding questions from the public. Despite these complications, the transition went fairly smoothly and the Health Unit was very cooperative. Eight samples throughout the system were taken at 4:30 p.m. on July 18, 2018 and sent for analysis. The boil water advisory will remain in place. Depending on the analysis of the samples, staff anticipates the boil water advisory being lifted by 5:30 p.m. on Friday, July 20, 2018.

The next step in the project is the commissioning of the pump and adjusting the pressures in the North Cobalt system.

**9.6 Clean Water Wastewater Fund – Update**

**Previous Discussion:**

Both filters and wells are now online. No issues have been reported.

**Discussion:**

Substantial completion was published and notification was sent to the Ministry. Based on preliminary results, the City should see a 700% increase in the removal of iron and manganese in the New Liskeard/Dymond water systems.

**9.7 Roads Needs Study**

**Previous Discussion:**

Streetscan will be completing the sidewalk scans at some point this summer. Once staff is aware of the date, they will send this information to Council.

**Discussion:**

Streetscan has updated the inventory based on recent road resurfacing projects undertaken by the City. On July 16/17, 2018 40 km of sidewalks were scanned. A report from Streetscan is anticipated by the first week of October.

**9.8 Chamber of Commerce parking lot maintenance**

**Previous Discussion:**

Staff is recommending that we place large pieces of stone in the driveway, making it narrow enough for a vehicle, however, not passable by the large ONR bus. Staff will coordinate this with Public Works.

**Discussion:**

Doug Walsh will be setting up a meeting with representatives of the ONR, Chamber of Commerce and Little Claybelt Museum to discuss the situation and look at a suitable solution. Doug is concerned that the placement of large stones may result in damage to vehicles.

**9.9 Riverside Drive – Parking Request**

**Previous Discussion:**

The sub-committee met to review various traffic concerns for this area. Staff is recommending status quo with added enforcement on the weekends to ensure parking laws are followed.

**Discussion:**

No update.

**9.10 Chieftain Dairy Farms Tile Drainage**

**Previous Discussion:**

The engineers report states that the tile was designed to drain to outlet across the road. On-going.

**Discussion:**

The City and Chieftain Dairy Farms have signed off on the Engineer's Report and revisions to the Tile Drainage Plans. Waiting on the Ministry of Transportation to sign-off.

**9.11 UV System – Haileybury Wastewater plant**

**Previous Discussion:**

On going

**Discussion:**

The geotechnical work has been completed and the Engineer is continuing to work on the design.

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

**Previous Discussion:**

Roadwork is well underway and nearing completion.

**Discussion:**

There is approximately \$91,500 left in the Budget. Discussion was held on using the remaining funds for additional work on Lakeshore Road North (North of Radley's Hill). Doug Walsh advised that there are only enough funds to do three lanes for approximately 200 metres. The Committee discussed doing all four lanes vs. 3 lanes as well as deferring any work until 2019.

**Recommendation PW-2018-034**

Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee recommends proceeding with the resurfacing all four lanes of Lakeshore Road North (from Radley's Hill northward) to the upset limit of the balance in the Roads Program Budget.

**Carried**

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

**Previous Discussion:**

No update

**Discussion:**

Paradigm has completed their field work and the report should be ready in early October.

**9.14 Beach Gardens**

**Previous Discussion:**

The Cost Sharing Agreement is being reviewed by Rivard Brothers.



**Discussion:**

The cost sharing agreement for the sewer system upgrades has been executed by both parties. The City has received revised plans which are currently being reviewed. The Ministry of Culture has contacted the City Planner regarding requirements for the archeological site.

**9.15 2018 Funding Applications**

**Previous Discussion:**

Staff will be focusing on the next round of intakes for the Climate Change grant. Work and discussions are on-going in regards to the upcoming OCIF application (deadline August 27, 2018).

**Discussion:**

Discussion was held on the OCIF application. Approximately \$1.6 million is available in funding with an application deadline of August 27, 2018. Doug Walsh reviewed the Albert Street Project which is shovel-ready at a cost of \$2.6 million plus engineering/contract administration costs. Steve Burnett reviewed the Haileybury Wastewater Treatment UV system project. RV Anderson is still working on the design of this project and project estimates will not be available until early August.

The Committee deferred making a recommendation and suggested moving the next Public Works Committee meeting from August 16, 2018 to August 9, 2018. The Committee requested that staff present a financial analysis on both project at the August 9<sup>th</sup> meeting.

**9.16 Strategic Plan – Update**

**Previous Discussion:**

No update

**Discussion:**

Doug Walsh is continuing to work on the goals and objectives. A memo will be presented at the August 14, 2018 Council meeting on the Communication Plan.

**9.17 Roadside cutting - New Liskeard Cemetery**

**Previous Discussion:**

Chris Oslund has followed up with the Forestry division of Hydro One, however, has not received any information as of yet.

**Discussion:**

Chris Oslund contacted Steve Pollock from Hydro One. Steve indicated they would follow-up, however, nothing has been done to date. Chris will follow-up call.

**9.18 DTSSAB Housing Update**

**Previous Discussion:**

Pre-construction work is on-going with one more survey to be completed in regards to the bobolinks. Project should be shovel ready by August.

**Discussion:**

The Species at Risk study has concluded and there was no evidence of bobolink. Public Works will look after bringing the water and sewer service connections to the property line. Planning is still working with DTSSAB on the finalization of the Site Plan.

**9.19 370 Broadway Street – Algonquin Court**

**Previous Discussion:**

Councillor Doug Jelly brought forward a concern in regards to the current ownership of a parking/lot located at 370 Broadway – known as Algonquin Court. Currently DTSSAB is the owner and due to liability concerns, is looking to fence in the area which would eliminate access to owners of other buildings in the area. DTSSAB would like to inquire as to whether or not the municipality would be willing to assume ownership. The Committee directed staff to begin the process in assuming ownership.

**Discussion:**

DTSSAB discussed the matter at their June 15, 2018. DTSSAB is not willing to enter into easement agreements with the businesses that use the laneway to access their properties. There are two options available. The first option would be for the City to assume the laneway owned by DTSSAB that provides access to the businesses that front Ferguson Avenue & Main Street. The second option is to close the driveway to the public with fencing.

Recommendation PW-2018-035

Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee recommends that the City of Temiskaming Shores acquire the laneway at 370 Broadway Street from the District of Timiskaming Social Services Administration Board; and

Further that the Committee confirms there will be no laneway maintenance as per the current practice/policy.

**Carried**

**10. NEW BUSINESS**

**10.1 Directional Signage – Whitewood Avenue/Paget Street**

**Discussion:**

Dave Treen provided an overview of the request from the owner of 16 Paget Street South. Currently the overhead sign at the intersection indicates Lakeshore Road North with arrow

pointing South and Paget Street North with an arrow pointing North. The concern is that there is a small portion of Paget Street South that is not indicated on the overhead sign.

Recommendation PW-2018-036

Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee recommends that staff amend the overhead signs at the intersection of Paget Street & Whitewood Avenue to indicate Paget Street North & Paget Street South with arrows.

**Carried**

**10.2** Minimum Maintenance Standards

**Discussion:**

Doug Walsh provided an overview of the new Minimum Maintenance Standards Amendments. The Standards have been expanded to include sidewalks, revised road classifications, bicycle lanes, etc. Additionally, the Road Authority can now declare a “significant weather event” in which case the standard does not apply until the “event” has been lifted. The term “minimum” has been eliminated from most of the Standard. In 2001, none of the former municipalities adopted the MMS by by-law. Doug Walsh is recommending that Council accept them as the Standards for the City.

Recommendation PW-2018-037

Moved by: Councillor Patricia Hewitt

Be it resolved that the Public Works Committee recommends that Council adopt Ontario Regulation 239/02 as amended by Ontario Regulation 366/18; and

Further that the Committee supports the submission of a report to Council for consideration at the August 14, 2018 Regular Council meeting.

**Carried**

**10.3** Traffic By-law Revisions – Stop Sign Policy/Guidelines

**Discussion:**

Dave Treen reviewed the proposed amendments discussed at the last PPP Committee meeting, specifically the Stop Sign at the intersection of May Street & Whitewood Avenue and the Stop Sign at the intersection of Cosman Crescent and Bolger Avenue.

Doug Walsh raised concerns regarding the recommendations from the PPP Committee and suggested that we need to follow Traffic Manual 5 when dealing with regulatory signs such as Stop Signs. Doug has drafted a Stop Sign policy for the Committee’s review.

Recommendation PW-2018-038

Moved by: Mayor Carman Kidd

Be it resolved that the Public Works Committee recommends that a Stop Sign Policy be presented for Council's consideration at the August 14, 2018 Regular Council meeting.

**Carried**

Recommendation PW-2018-039

Moved by: Councillor Patricia Hewitt

Be it resolved that the Public Works Committee recommends the installation of a Yield Sign at the intersection of Cosman Crescent at Bolger Avenue.

**Carried**

**10.4** MTO Request – Highway 11 Detour

**Discussion:**

Chris Oslund provided an update on the discussion with the MTO regarding the proposed detour of traffic from Highway 11 North for improvements to the ONR Crossing near Pedersen Construction. Doug Walsh has requested a meeting with the MTO and the ONR to discuss our concerns.

**11. ADMINISTRATIVE REPORTS**

- a) Report PW-035-2018: Minimum Maintenance Standards Amendments
- b) Memo 017-2018-PW: Communication Plan

**12. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for August 9, 2018 to commence at 8:30 a.m.

**13. ADJOURNMENT**

Recommendation PW-2018-040

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:43 a.m.

**Carried**

**PUBLIC WORKS COMMITTEE MINUTES**

July 19, 2018 - 8:30 a.m.

City Hall – Haileybury Boardroom

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\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDING SECRETARY**

DRAFT

## 1.0 CALL TO ORDER

The meeting was called to order at 10:49 a.m.

## 2.0 ROLL CALL

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

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

## 4.0 ADOPTION OF AGENDA

Recommendation BM-2018-016  
Moved by: Councillor Doug Jelly

Be it resolved that the Building Maintenance Committee Meeting Agenda for the July 19, 2018 meeting be adopted as printed.

**Carried**

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2018-017  
Moved by: Mayor Carman Kidd

Be it resolved that the Building Committee Meeting minutes of June 21, 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**

### **9.1 Pool/Fitness Centre**

#### **Discussion:**

Shut down is scheduled for August 13, 2018. Limited hot water right now due to a failure of the domestic hot water heat exchanger. We are currently using a 60 gallon hot water tank as the exchanger was scheduled to be replaced as part of the P/F Centre upgrades.

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

#### **Discussion:**

Summer student is currently working in the Department.

### **9.3 DFO Property Erosion**

#### **Discussion:**

Mitch Lafreniere has been in contact with DFO staff. They will contact the MNR and liaise on our behalf as we have not had much success in contacting them regarding the transfer of ownership of the Haileybury marina property.

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

#### **Discussion:**

Mechanical & Electrical Engineers have been on site at 285 Whitewood Avenue and are currently working on designs.

### **9.5 Bucke Park Chalet**

#### **Discussion:**

Mitch Lafreniere and Chris Oslund are currently looking at options and costings to present to Council. They include the following:

- Repairing the building (estimated at \$140-160k)
- Demolition of the Chalet
- Divestiture of the property (requires consent of Agnico Eagle who own the property)

A report on these options will be presented at the next Building Maintenance Committee meeting.

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

### **Discussion:**

Work is ongoing with VIP Energy.

## **9.7 Accessibility Upgrades – New Liskeard Community Hall and Don Shepherdson Memorial Arena**

### **Discussion:**

Council awarded the Engineering Contract to Greenview Environmental Management at the July 10, 2018 Council meeting. Application to the Enabling Accessibility Fund is due on July 26, 2018 to a maximum amount of \$100,000 in funding.

## **9.8 Haileybury Fire Station**

### **Discussion:**

The PPP Committee recommended that no additional funds be expended on the existing Fire Station and directed staff to investigate costs/designs for a new build. Mitch Lafreniere obtained drawings from Larder Lake for their new Fire Station. It is a four-bay facility that cost approximately \$1.2 million. The Fire Chief will be scheduling a site visit in the near future.

## **10.0 NEW BUSINESS**

None

## **11.0 ADMINISTRATIVE REPORTS**

- a) Memo 019-2018-PW: Cleaning Services Contract Extension (2 years)

## **12.0 NEXT MEETING**

The next meeting of the Building Maintenance Committee will be scheduled for August 9, 2018 at 10:30 a.m.



### 13.0 ADJOURNMENT

Recommendation BM-2018-018

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. CALL TO ORDER**

Meeting called to order at 12:01 p.m.

**2. ROLL CALL**

Mayor Carman Kidd

Christopher W. Oslund, City Manager

Councillor Jeff Laferriere

Shelly Zubyck, Director of Corporate Services

Councillor Danny Whalen

Laura Lee MacLeod, Treasurer

Dave Treen, Clerk

Kelly Conlin, Executive Assistant

James Franks

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

Under New Business:

Item 9.4 Budgetary Line Items

Item 9.5 Land Sale – Grant Drive

**4. APPROVAL OF AGENDA**

Recommendation CS-2018-035

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee agenda for the July 19, 2018 meeting be approved as amended.

**CARRIED**

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

Recommendation CS-2018-036

Moved by: Councillor Danny Whalen

Be it resolved that the Corporate Services Committee minutes of the June 14, 2018 meeting be approved as presented.

**CARRIED**

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

None

**7. CORRESPONDENCE**

None

**8. UNFINISHED BUSINESS**

8.1 Update – Employee Group Benefits – RFP

**Discussion:**

The RFP closed on July 13, 2018 with two submissions. One of the submissions only quoted on brokerage services. Shelly Zubyck and Chris Oslund are in the process of reviewing the submissions and will provide an update to Council in the near future.

8.2 Update – Economic Development – Funding Application

**Discussion:**

No update/On-going.

8.3 Update – Job Evaluation Process

**Discussion:**

Union & Management representatives met on July 17 & 18, 2018 to review the Job Evaluation Questionnaires completed by staff. One more day is scheduled for September to complete the review. On October 11, 2018 a meeting is scheduled with the City's Job Evaluation/Pay Equity Consultant and the Union's representative.

**9. NEW BUSINESS**

9.1 Economic Development Strategic Plan

**Discussion:**

James Franks presented a Final Draft of the Economic Development Strategic Plan. Discussion was held on the content of the Plan, the Budget and the estimated hours. The Committee recommended a joint meeting of Council and the Community Economic Development Advisory Committee (CEDAC). James will coordinate the meeting through the Clerk's Office.

9.2 Municipal Expense Policy/Mileage Claims for Non-Union Employees

**Discussion:**

Chris Oslund reviewed proposed changes to the Municipal Business, Travel & Expense Policy.

*Recommendation CS-2018-037*

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee hereby supports the recommendations of staff regarding the following changes to the Municipal Business, Travel & Expense Policy:

- Allowing Management/Non-Union Staff and the Mayor the ability to expense mileage claims for the use of their personal vehicles in the performance of their work duties or to attend City meetings/functions held within the boundaries of the City of Temiskaming Shores (Amends Article 3.3.b.v. of the Policy)
- Increasing the Per Diem rate for Council members from \$125 per day to \$200 per day (Amends Article 3.11 of the Policy)
- Increasing the Daily Meal Allowance to a maximum of \$90 from \$85 and the elimination of the incidental expenses claim (Amends Article 3.12 and 3.13 of the Policy)
- Establishing a “travel credit card” for use by City staff for out-of-town travel with a reasonable limit set by the Treasurer (Amends Article 3.18 of the Policy)
- Changing the Mileage Rate from \$0.45 per km to the rate established by the Canada Revenue Agency (Amends Article 3.21 of the Policy)

**CARRIED**

9.3 Agricultural Society Lease Agreement

**Discussion:**

Shelly Zubycck advised the Committee that the New Liskeard Agricultural Society would like to enter into a new 10 year lease agreement for the Fall Fair Grounds. They are applying for funding and require a 10 year agreement. Discussion was held on the length of the agreement and the need to have an opt-out clause in place.

Recommendation CS-2018-038

Moved by: Councillor Danny Whalen

Be it resolved that the Corporate Services Committee hereby recommends that Council consider entering into a 10 year agreement with the New Liskeard Agricultural Society for the Fall Fair Grounds with a 2 year Notice clause in the event the City needs to terminate the agreement.

**CARRIED**

9.4 Budgetary Line Items

**Discussion:**

Councillor Danny Whalen requested that staff consider showing items such as the City's contribution to the Seniors Non-Profit Affordable Housing Project or the tax rebate to the Northdale Manor as “Municipal Support of Affordable Housing” instead of as a “tax write-off” in the Budget. Staff will consult with the Auditor and investigate this matter further during the 2019 Budget process.

9.1 Potential Sale of Land – Grant Drive

**Discussion:**

Dave Treen presented a request from Goldfleet Subaru for +/- one acre of land on Grant Drive. It currently forms part of the same land that Council committed to the Temiskaming Shores Seniors Non-Profit Housing Corporation.

Mayor Kidd indicated that the matter was discussed at a recent meeting of the Housing Corporation and they had no objections. The Clerk will proceed with the request as per the Disposal of Real Property Policy.

**10. CLOSED SESSION**

None

**11. NEXT MEETING**

The next Corporate Services Committee Meeting will be scheduled as required.

**12. ADJOURNMENT**

Recommendation CS-2018-039

Moved by: Mayor Carman Kidd

Be it resolved that the Corporate Services Committee meeting hereby adjourns its meeting at 12:54 p.m.

**CARRIED**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDING SECRETARY**

## 1. CALL TO ORDER

Meeting called to order at 1:12 p.m.

## 2. ROLL CALL

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd                        | <input checked="" type="checkbox"/> Jennifer Pye, Planner                         |
| <input checked="" type="checkbox"/> Councillor Mike McArthur                 | <input checked="" type="checkbox"/> Tim Uttley, Fire Chief                        |
| <input checked="" type="checkbox"/> Councillor Doug Jelly                    | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager               | <input type="checkbox"/> Kelly Conlin, Executive Assistant                        |
| <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official |   |
| <input type="checkbox"/> Dave Treen, Municipal Clerk                         |   |

## 3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Under Building/By-law:

- 9 d) Parking Enforcement at Art in the Park
- 9 e) Building Code Act Changes

## 4. APPROVAL OF AGENDA

Recommendation PPP-2018-030

Moved by: Councillor Mike McArthur

Be it resolved that the Protection to Persons and Property Committee agenda for the July 19, 2018 meeting be approved as amended.

**Carried**

## 5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2018-031

Moved by: Mayor Carman Kidd

Be it resolved that the Protection to Persons and Property Committee minutes of the June 26, 2018 meeting be adopted as presented.

**Carried**

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

None

**7. PRESENTATIONS**

a) Dr. Wendy Ing – Shelter Care Proposal Update

**Discussion:**

Dr. Ing thanked the Committee for the opportunity to address them again regarding shelter medicine the way that unclaimed animals are disposed of under our current Animal Control policies.

Dr. Ing stressed that change is needed. She stated that we are dealing with animal control today the same way we were 100 years ago. She requested Council's support through a comprehensive review of its Animal Control By-law to eliminate the extermination of animals that are not claimed after the 3 day hold period. She also requested that Council consider supporting initiatives such as a "spay/neuter/release" program and a shelter medicine program. There would be a financial commitment from the City required, however, there is a group who is willing to incorporate and raise funds for these initiatives.

Councillor Jelly thanked Dr. Ing for her presentation and advised her that there is another item on the agenda relating to Animal Control and the Committee would discuss a review of the Animal Control By-law at that time.

**8. CORRESPONDENCE**

None

**9. BUILDING / BY-LAW**

a) Event Parking Requests

**Discussion:**

Clayton Seymour outlined some concerns regarding the City's involvement in certain events from a parking enforcement perspective. There are some groups who are using the City's By-law Enforcement staff more like parking attendants. He is recommending that the City advise groups using City facilities that they should consider proper directional signage for parking as well as the use of a volunteer parking attendant(s). The City can still provide enforcement officer to address the areas where there is significant concern.

b) Animal Control – Poop & Scoop Concerns

**Discussion:**

The Committee was provided with a copy of material from Councillors Whalen and Jelly regarding the health effects of domestic animal feces and examples of other municipal by-laws that address “poop & scoop” requirements on private property.

The Committee requested that staff undertake a full, comprehensive review of the Animal Control By-law, including the items brought forward by Dr. Ing, and report back to the Committee at the October meeting.

c) Larder Lake Request – By-law Services/Training

**Discussion:**

Clayton Seymour was approached by the Clerk for the Town of Larder Lake to assist with the development of by-laws and the training of staff for by-law enforcement. The Committee discussed the time commitment required for City staff to undertake this service for a neighbouring municipality.

*Recommendation PPP-2018-032*

Moved by: Mayor Carman Kidd

Be it resolved that the request for the Town of Larder Lake for the provision of By-law Services/Training on a fee for service basis be hereby denied.

**Carried**

d) Art in the Park – Parking Enforcement

**Discussion:**

Clayton Seymour presented an overview of the enforcement that was conducted during the Art in the Park on July 11 and July 18, 2018. There are issues at the intersections of Main Street/Farr Drive, McFarlane Way/Marcella Street, Marcella Street/Farr Drive. There are currently no “No Parking here to Corner” signs at these intersections. Staff will look into signage and also talk to the Art in the Park Organizers about volunteer parking attendants and additional directional signage for parking.

e) Building Code Act Changes

**Discussion:**

Clayton Seymour provided an overview of changes to the Building Code Act. There are significant changes coming relating to maintenance schedules on certain building classifications (as yet to be defined). This is a result of the Elliott Lake Mall Collapse Enquiry. There will be new requirements for training of inspectors in advance of the



implementation date of 2020. Staff will take this training into consideration during the 2019 Budget process.

## **10. FIRE AND EMERGENCY SERVICES**

- a) Monthly Activity Report

### **Discussion:**

Tim Uttley reviewed the monthly activity report for the month of June 2018.

- b) Haileybury Fire Station

### **Discussion:**

Mitch Lafreniere has obtained a copy of the drawings/plans for the new Larker Lake Fire Station that was constructed at a cost of +/- \$1.2 million. Fire Chief Uttley has contacted Fire Chief Don Smith from Larder Lake and will set up a time for Committee members and volunteer firefighters to tour the facility.

- c) Follow up – Grandfathering process

### **Discussion:**

Tim Uttley provided the Committee with an update and summary of his revisions relating to the volunteer firefighter certification grandfathering process. Application deadline is September 30, 2018.

## **11. PLANNING**

- a) DTSSAB Housing Update

### **Discussion:**

Jennifer Pye provided the Committee with a status update in regards to the DTSSAB development on Grant Drive. Bruce Murphy has completed his Species at Risk study and no bobolink were present on the site. He will be sending his final report to Jennifer. The Public meeting was held on July 10, 2018 and there have been no comments from the public to date.

## **12. CLOSED SESSION**

Recommendation PPP-2018-033

Moved by: Councillor Mike McArthur

Be it resolved that the Protection to Persons and Property Committee convenes into Closed Session at 2:42 p.m. to discuss the following matters:

- a) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees;
- Remuneration for Volunteer Firefighters for Bush Fires, Fire Investigations & Fire Watch Activities – Re: MNR call-out to Moose Lake Fire
- b) 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;
- Beach Garden Development – Information provided by the Ministry of Culture regarding the Archeological Study

**CARRIED**

Recommendation PPP-2018-028

Moved by: Mayor Carman Kidd

Be it resolved that the Protection to Persons and Property Committee agrees to rise with report at 3:44 p.m.

**CARRIED**

***The Committee provided direction to staff in Closed Session regarding the remuneration of Volunteer Firefighters for services provided under By-law 2008-136 and requested that staff present an Administrative Report to Council at the August 14, 2018 Regular Council meeting. The Committee is recommending that the remuneration for Bush Fires be increased from \$20 per hour to \$45 per hour; Fire Investigations from \$15 per hour to \$30 per hour; and Fire Watch from \$15 per hour to \$30 per hour.***

***The Planner provided an update in Closed Session regarding preliminary information received from the Ministry of Culture relating to the Beach Garden Development, specifically relating to the archeological site located on the property. Once the Planner receives a formal response from the Ministry she will contact the Developers.***

**13. NEXT MEETING**

The next Protection to Persons and Property Committee meeting is scheduled for August 9, 2018 starting at 1:00 PM

**14. ADJOURNMENT**

Recommendation PPP-2018-029

Moved by: Councillor Mike McArthur

**PROTECTION TO PERSONS AND PROPERTY  
COMMITTEE MEETING MINUTES**

July 19, 2018 – 2:30 p.m.  
Haileybury Boardroom, City Hall (325 Farr Dr.)

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Be it resolved that the Protection to Persons and Property Committee meeting is hereby adjourned at 3:45 p.m.

**Carried**

\_\_\_\_\_  
**COMMITTEE CHAIR**

\_\_\_\_\_  
**RECORDING SECRETARY**

DRAFT

# Memo

**To:** Mayor and Council  
**From:** David B. Treen, Municipal Clerk  
**Date:** August 14, 2018  
**Subject:** Compliance Audit Committee and Procedures  
**Attachments:** **Appendix 01** – Proposal from Expertise for Municipalities (E<sup>4</sup>m)  
**Appendix 02** – Draft Compliance Audit Committee Procedures

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Mayor and Council:

In accordance with Section 88.37 (1) of the *Municipal Elections Act* a Council shall establish a Compliance Audit Committee before October 1<sup>st</sup> of an election year and must consist of no fewer than three (3) members.

In April the Timiskaming Clerks Election Group received **Appendix 01 – Compliance Audit Committee** proposal from Expertise for Municipalities (E<sup>4</sup>m). E<sup>4</sup>m is a not-for-profit association that was established to assist underserved rural Northern Ontario with respect to municipally related services that lack the capacity (human and financial) to execute practices necessary to comply with legislation and good governance.

E<sup>4</sup>m is proposing that each municipality appoint a three (3) person committee consisting of Peggy Young-Lovelace, Theresa Cassan and Chris Wray, all representatives of E<sup>4</sup>m as the Compliance Audit Committee (CAC). There are no retainer costs, however, if the Compliance Audit Committee is required the cost would be a flat fee of \$450 per meeting plus legal and accounting/auditing costs if required.

Typically the Compliance Audit Committee has consisted of area residents with a background in finance or municipal governance. The benefit of the E<sup>4</sup>m proposal as all members would be at arms-length to any potential candidate and would not have a vested interest in any political views.

**Appendix 02 – Draft By-law** establishes Compliance Audit Committee Procedures as well as the appointment of the above noted individuals.

It is recommended that Council direct staff to prepare the necessary by-law for the establishment of a Compliance Audit Committee as well as Compliance Audit Committee Procedures for consideration at the August 14, 2018 Regular Council meeting.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

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David B. Treen, CET  
Municipal Clerk

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Shelly Zubyck, CHRP  
Director of Corporate Services

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Christopher W. Oslund  
City Manager

Chris Wray

Partner

1894 Lasalle Blvd.  
Sudbury, ON P3A 2A4

Tel. 705-914-0551

Fax. 705-806-4000

cwray@e4m.solutions

## The Timiskaming Clerks Election Group

April 4, 2018

Dear Municipal Clerks:

### Re: Election Compliance Audit Committee Proposal

On behalf of Expertise for Municipalities (E<sup>4</sup>m), I would like to take this opportunity to provide you with an opportunity that we think will assist all of your members in the Timiskaming District during the upcoming municipal election; more specifically on the subject of Election Compliance Committee's or CAC's.

While our proposal is specific to Election Compliance Audit Committees, we have taken the liberty of providing a bit of a re-cap to the recent changes to the Municipal Elections Act; including Election Compliance Audit Committees. It is attached as Appendix "B" to this proposal.

### About E<sup>4</sup>m

We are a group of likeminded thinkers that recognized the municipal sector in rural Northern Ontario is underserved with respect to training and municipally related services. We also recognized that this same part of the sector lacks the capacity (human and financial) to execute practices necessary to comply with legislation and good governance. To that end, there was a desire to make a difference by giving back to the sector. To accomplish this, we incorporated Expertise for Municipalities (E<sup>4</sup>m) as a not-for-profit association (July 2017) to empower excellence in small municipalities.

E<sup>4</sup>m believes in the following core principles:

- a) That by providing "on the ground" support services to small municipalities, in all aspects of the municipal operation, we can help municipalities with limited budgets and few staff succeed in delivering mandatory services;
- b) That by holding relevant conferences, meetings, or training sessions this segment of the municipal sector will be strengthened through the professional development of its elected officials, employees and volunteers;
- c) That by assisting small municipalities with preparing presentations to government and/or the private sector we can help them to deliver on and advocate for the municipal mandate;

- d) That by sharing information collected resulting from research carried out by E4m, municipalities can be better equipped to address issues and solve problems;
- e) That by promoting the principles of good municipal governance we can encourage municipalities to achieve strength and sustainability through sound governmental practices and public engagement; and
- f) That we can give back to the municipal sector by transferring knowledge and assisting to build capacity.

E<sup>4</sup>m is a network of municipal professionals with a wide array of competencies and experiences who have a passion and commitment to providing small municipalities with affordable professional services. Kindly see the attached Appendix “A” for the bios of our Partners and Affiliates.

## **Our Proposal**

### **Appointment**

Given the obvious increase in responsibilities and the ever increasing complexity of the municipal election paradigm, E4m is proposing that it be appointed the Compliance Audit Committee (CAC) for the municipalities represented in your group.

We recognize that you may already have bylaws and procedures in place, based on the *Municipal Elections Act, 1996* prior to the recent changes. We assume that you have worked together to update those bylaws and procedures to reflect the recent legislative changes. The appointed Committee members will function in accordance with the procedures and Terms of Reference of the District of Timiskaming Clerk's Election Group and the *Municipal Elections Act, 1996*.

In keeping with the *Act*, we would propose that each of your member municipalities appoint a three (3) person committee consisting of Peggy Young-Lovelace, Theresa Cassan and Chris Wray, all representatives of E4m. We have included the written qualifications as an appendix to this proposal and would suggest that each has specific and extensive knowledge in municipal elections either having conducted elections or compliance audits in the past. Collectively, we have over sixty (60) years of municipal experience in Ontario, ranging from municipal governance and operations to municipal auditing. This provides us with the range of knowledge to effectively deal with all the responsibilities of the CAC up

to an including engaging an auditor licensed under the *Public Accounting Act, 2004* as required by legislation.

### **Meetings**

All meetings will be conducted in the most cost effective manner. Therefore, we are proposing to hold all committee meetings electronically but in an open fashion and according to your election procedures.

We would suggest that committee participants would call into a central location where the Clerk would be present. The meeting would be advertised as an open public meeting so that the public could attend. The rules with respect to minutes and other matters would apply.

We recognize that electronic meetings are relatively new to the municipal sector and we have conducted some due diligence on this matter. The initial review by our legal firm indicates that the *Municipal Elections Act, 1996* does not state WHERE a meeting is to take place and does not say that the meeting must be in person.

In light of the direction in Bill 68 that the legislation is taking municipalities; re electronic council meetings, it makes sense that this would be consistent with that spirit.

Our suggestion is that the notice of the meeting be published well in advance of the meeting, that people be welcome to attend wherever you have the actual meeting but that you have a means to conduct the electronic meeting. This will keep the cost down for your members because the committee members won't have to be in the same location.

Finally we believe that the authority for this does rest with the Clerk which is supported by the *Act* as follows:

#### **Section 88.37**

##### ***Role of clerk or secretary***

*(6) The clerk of the municipality or the secretary of the local board, as the case may be, shall establish administrative practices and procedures for the committee and shall carry out any other duties required under this Act to implement the committee's decisions. 2016, c. 15, s. 66.*

It will be important that both the applicant and the candidate be permitted to make presentations in the process.

We are preparing a "white paper" on this subject and will provide it once complete.

### **Audit Firm**

We have the services of the Joe Ruscio Professional Corporation available to us for the actual compliance audits. We would however suggest that it may be more cost effective that the committee work with the subject municipality and Clerk to appoint an appropriate audit firm to conduct the audit should the circumstances arise.

### **The Benefits**

In our opinion we see three (3) specific benefits to appointing E4m as the CAC as follows:

1. Our fees are very cost effective. Of course we cannot predict additional costs for any audit or investigation; but we can say that a flat fee per meeting combined with no additional travel or accommodations is conducive to keeping costs reasonable.
2. E4m has a very significant knowledge base. We have over 60 years of municipal experience between us and this includes working in compliance audits, running elections and managing legal issues. This is in keeping with the spirit of the new legislation respecting that committee members should have qualifications that lend well to the process.
3. During any municipal election, the Clerk carries all the responsibility for ensuing the safeguarding of the election. This can be a stressful time and in most cases additional expertise or assistance can be comforting as Clerks manage the compliance audit committee process. E4m can provide that comfort and expertise thus removing a source of stress in the election process. Of course we would be available to provide guidance and answer any questions about the CAC as the election process unfolds.

### **Fees<sup>1</sup>**

E<sup>4</sup>m is proposing a flat rate fee of \$450 per meeting; inclusive of all committee members; mileage is included due to the electronic meeting process.

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<sup>1</sup> HST if applicable would be billed as necessary.



*The Timiskaming Clerk's Election Group – April 4, 2018*

Costs with respect to legal fees (if necessary) and the engagement of an auditor licensed under the *Public Accounting Act, 2004*, would be the responsibility of any subject municipality in keeping with the *Act*.

Should any municipality require the attendance of the committee in its community, it would be responsible for travel time, mileage and accommodations at E4m rates.

**Best Regards,**

A handwritten signature in black ink, appearing to read 'Chris Wray', written in a cursive style.

**Chris Wray  
Partner**

Chris Wray  
Partner

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**The Timiskaming Clerks Election Group  
Election Compliance Audit Committee Proposal**

**Appendix “A”**

**Our Team Bios**

**Chris Wray**

Chris is a founding member of E<sup>4</sup>m. Originally from Sharon, Ontario, He has spent many years living in Northern Ontario. Chris has over twenty (20) years of experience as a senior municipal official. In 2014, Chris returned to the Municipality of Wawa as CAO / Clerk-Treasurer after spending 18 months as the CAO for the Township of Muskoka Lakes. Prior to that he had been the CAO /Clerk-Treasurer in Wawa from 1999 to 2012 arriving from Ignace, Ontario where he was the CAO / Clerk-Treasurer from 1996 – 1999.

The broad range of duties and experiences that accompany a Senior Municipal Position combined with his 35 years of experience in the Finance and Office Management field, enabled Chris to gain a wealth of knowledge in finance and management. Ten years with Dun & Bradstreet Software Services Canada Ltd. a leader in the Information Technology industry prepared Chris for the constant changes faced by the municipal sector.

He currently serves on many Boards including the Association of Municipal Managers, Clerks and Treasurers of Ontario (President 2015 - 2016), Local Authority Services (LAS), The Association of Municipalities of Ontario (Rural Caucus), the Rural Ontario Municipal Association, the Municipal-Industry Program Committee (Blue Box) and the Sault Ste Marie Innovation Centre where he serves as Chairperson.

In recognition of the accomplishments achieved through Chris' ingenuity and direction, the Municipality of Wawa has garnered several awards including; the ESRI Award for Innovation in 2007, the Peter J Marshall Award in 2001 & 2007 (Association of Municipalities of Ontario) and the E.A. Danby Award in 2008 (Association of Municipal Managers, Clerks and Treasurers of Ontario).

Throughout his municipal career has been involved Committees that have broad implications for municipalities. Of note, are those committees involved with the OPP Billing Reform, Provincial Land Tax Reform, and the new Asset Management Planning Regulation. Chris

has also been published in Municipal World, the Municipal Monitor and Northern Ontario Business.

Under Chris's guidance, the Municipality of Wawa developed a Code of Conduct for Council Members in 2001, pre-dating the reference in the Municipal Act by five (5) years. The current Code of Conduct for Wawa is still held up as an example of a good practice for municipal governments in Ontario.

## **Peggy Young-Lovelace**

Peggy has spent her entire life residing in Northern Ontario. She currently has a home on Manitoulin Island where she enjoys the intricacies of rural small community life.

As a founding member, Peggy brings a variety of skills and competencies to E4m. She has a B.A. Psychology and for more than twenty (20) years, has worked with local governments in varying capacities. She has worked with Municipalities, Local Boards and First Nations on policy development, accountability and transparency processes as well as governance fundamentals. She has over fifteen (15) years in senior management positions. Most recently, she worked for five (5) years as the CAO/Clerk-Treasurer of a small municipality before she semi-retired to pursue the creation of E4m.

Since that time, Peggy became certified as a workplace investigator where she was trained by a law firm in procedural fairness, investigative techniques, and substantiation of fact and analysis of credibility. She is currently carrying out several investigations for municipal clients.

Peggy has a solid grasp on governance tools and the process of governing. She was the lead on developing a governance tool for First Nations that was recognized nationally. She has been a municipal Councillor in a small municipality and held key positions on a number of local and volunteer boards. Peggy is the Past Chair of the Association of Municipal Managers, Clerks and Treasurers of Ontario (AMCTO) Zone 7. She was a founding member of the First Nations Governance Network that will be celebrating ten (10) years of promoting good governance practices to First Nations in 2017.

## **Theresa Cassan**

As the Director of Credit and Risk Services at Northern Credit Union I oversee both the commercial and consumer credit departments;

managing policies and procedures, approving large credits and overseeing the credit department staff. We have a wide range of products and services that will meet your individual needs and we can provide financial education and consulting to find out what is best in your circumstances.

I am also in charge of overseeing the risk management department and internal audit. I oversee the Enterprise Risk Management program at Northern and provide consulting services and serve on many project teams within the credit union to address various aspects of risk.

My 17 years of auditing Credit Unions and working as a public accountant at Grant Thornton has provided me with a great background in understanding the industry, the structure, the internal controls and the risks of operating as a Credit Union.

Come and visit us today and find out how we can help you.

Northern Credit Union is The One True Financial Institution of the North. Combining local insights with a variety of customizable financial products at great rates, we keep every dollar in the North; investing in our neighbours, local businesses and the community at large. Over 55,000 members strong, we're also the largest credit union in Northern Ontario – the place you belong to, if you belong here.

## **Joe Ruscio Professional Corporation<sup>1</sup>**

Joe Ruscio Professional Corporation is a local office serving clients in the Sault Ste. Marie and area for the past 15 years. Our client base is diverse in size; concentration within the client base centres around medium size clients. In addition to the traditional public accounting services such as tax, bookkeeping, assurance and accounting services, our Firm often provides more specialized public services including: liaison between clients and banks for funding agencies, corporate restructuring, cash flow projections & financial forecasts, budgeting assistance, forensic auditing, and strategic planning.

The professional accounting staff at JRPC includes 11 additional staff members alongside Joe Ruscio. There are currently two Chartered Professional Accountants on staff at the office; Joe Ruscio, and Kristy Aloe (Manager). Together they have over 30 years combined audit experience. Our staffing also includes three additional professionals in

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<sup>1</sup> Source, Joe Ruscio Professional Corporation

accounting and audit, five full-time bookkeepers, and one senior manager specializing in systems and accounting advisory services.

Joe's involvement with his clients normally goes well beyond the annual financial statement. He has assisted clients with bank negotiations, business plans including financial forecasts, tendering processes, amalgamation studies as a result of Provincial funding cuts, and various other business services.

Joe has participated in numerous not-for-profit boards including Past-President of Sault North Rotary Club, Past Co-chair for the United Way Campaign Team – Professional Division, Board member of the Algoma University College Foundation, Member of Finance Committee for Our Lady of Good Counsel and St. Veronica's Parish and participation in numerous other volunteer positions and political activities. Joe has been recognized as Rotarian of the Year in 2013 and received the Chamber of Commerce Paul Dalseg award for community service in 2014.

## **Wishart Municipal Group**

E<sup>4</sup>m has built partnerships with other services from the municipal sector. We are particularly proud of the partnership that we have with the *Wishart Municipal Group*, formed by the Wishart Law Firm and headed by Senior Lawyer, Paul Cassan.

Specializing his practice in Municipal Law, Labour and Employment and Municipal Tax Assessments, Paul has experience with matters before the Ontario Superior Court of Justice, the Divisional Court, the Ontario Court of Appeal and the Supreme Court of Canada. Paul regularly appears before the Ontario Labour Relations Board, the Ontario Human Rights Tribunal and the Ontario Police Arbitration Commission<sup>2</sup>.

Paul is well known to many communities in Northern Ontario, including those in the *District of Algoma*, E<sup>4</sup>m works closely with Paul on a number of issues and while he will not be conducting Integrity Commissioner Investigations, we can call on him for advice if the need arises.

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<sup>2</sup> Source – Wishart Law Firm LLP

Chris Wray

Partner

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The Timiskaming Clerks Election Group  
Election Compliance Audit Committee Proposal

Appendix “B”

Changes to the Municipal Elections Act – Re-capped

**Municipal Elections 2018**

The *Municipal Elections Act* (MEA) sets out rules for electors and candidates and the role of the Municipal Clerk and Council in municipal and school board elections in Ontario.

The MEA, as amended effective January 1, 2010, introduced a new section, 81.1 to require the establishment of a Compliance Audit Committee (CAC) for all municipalities and local boards. To facilitate the creation of the CAC, Council’s may have endorsed a selection process and terms of reference. CAC’s have quasi-judicial responsibilities under the MEA, to that end it is not unusual that a retainer fee and a per diem apply to attendance at meetings and for subsequent work by the CAC members. A Terms of Reference may address the financial reimbursement to anyone appointed to the committee.

The next municipal election takes place on October 22, 2018 and there are a number of issues and options that the Clerk and Council must consider prior to that in order to meet the timelines stipulated in the legislation. After each municipal election, the Ministry of Municipal Affairs reviews the MEA to determine if it meets the needs of Ontario municipalities. The review that took place after the 2014 election included consultation with the public, municipal councils and staff across Ontario. As a result on June 9, 2016 the *Municipal Elections Modernization Act, 2016* received Royal Assent, making significant changes to the MEA for the 2018 municipal election.

While a number of wide-ranging changes were made to the MEA as a result of the adoption of the *Municipal Elections Modernization Act, 2016*, this proposal will only discuss the major<sup>1</sup> changes applicable to CACs.

In consideration of CACs, Municipal Clerks must consider changes to the MEA that include:

- a. A framework for third party advertising

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<sup>1</sup> A complete list of changes is attached as Appendix “A” with highlighted portions that could pertain to CACs

- b. Changes that are specific to the oversight of campaign financing
- c. Clarifications or new rules around campaigning and advertising

### **Third Party Financing Framework**

The vast majority of Clerks in Ontario will, at some time in their career, been questioned about whether certain types of endorsements or publicity appeared to be a “contribution” of advertising (as in service) to the campaign of a candidate. If so, such a contribution would need to be valued and included in the candidate’s financial statements.

The new rules introduced by the *Municipal Elections Modernization Act*, 2016 now provide much needed clarity with respect to:

- a. Whether or not incurring expenses related to advertisements is considered a contribution under the MEA and therefore be reportable.
- b. The circumstances under which an entity, as identified in the MEA, may incur expenses for advertisements.
- c. The incurring of expenses by third parties for third party advertising within the election period.

“Third Party Advertisement” is defined in the MEA (as amended) to include advertisements that support, promote, or oppose a candidate or an answer to a question proposed by referendum. It should be noted that advertising about both “issues” and by Candidates is not regulated by the rules for third party advertising. Interestingly enough, a subsection<sup>2</sup> of the MEA provides that an advertisement is not a third party advertisement if there is no expense incurred in relation to the advertisement.

### **Individuals**

While individuals may incur expenses related to third party advertisements, they must also register with the municipality as a Third Party. The MEA now also includes a list of who cannot contribute to registered third parties, obviously including Federal and Provincial political parties and their constituency associations but also the Crown, municipalities, and local boards.

There is a small list of who can make contributions to Registered Third Parties. These include:

- a. Residents of Ontario;
- b. Corporations carrying on business in Ontario
- c. Unions that hold bargaining rights for employees in Ontario

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<sup>2</sup> Subsection 1(2)

- d. The registered third party and in the case that the Registered Third Party is an individual, the spouse of the Third Party.

### **MEA Duties of Registered Third Parties.**

Paralleling the process for Candidates, registered third parties will be required to file financial returns with the Clerk of the municipality within a prescribed period of time. Also similar to candidates, the MEA imposes a number of financial management obligations on registered third parties with respect to candidate finances. These obligations include:

- a. A duty to ensure that all contributions and expenses flow through a campaign bank account established by the third party specifically for the election
- b. All funds in that campaign bank account must be used for the purpose of the election campaign
- c. Proper records must be kept of the subject contributions
- d. Proper valuations are made of any goods or services received by candidates.

### **Campaign Finances**

In addition to changes to key dates and candidate eligibility, campaign finances have changed in an effort to increase transparency. The key changes are as follows:

- a. The nomination fee is no longer deemed a campaign expense.
- b. A candidate does not have to open a bank account if they do not raise or spend money.
- c. Unions and corporations can no longer contribute to a candidate's campaign. However, they can register as a third party advertiser or contribute to other registered third party advertisers (refer to Third Party Advertising)
- d. The introduction of limits for gifts and events following the close of voting day.
- e. An item sold for \$25 or less to raise campaign funds is considered campaign income, not a contribution.
- f. Donations under \$25 made at fundraising events are not contributions.
- g. Anonymous contributions are to be paid to the Clerk, and cash contributions cannot exceed \$25.
- h. Contributions over \$25 have to be made in a way that links the contributor's name and account with the payment.
- i. Candidates are required to inform contributors of contribution limits.
- j. Following the 2018 election, campaigns deficits will not be carried forward from the previous campaign.



### **Third Party Advertising**

A significant amendment to the legislation includes the introduction of a framework for third party advertising. The Province defines a third party advertiser as an individual, corporation or trade union who pays for an advertisement that appears in any means of communication (eg. billboard, newspaper, radio, etc.). The advertisement can support or oppose a candidate and can answer to a question on the ballot, if applicable. The framework indicates that third party advertisers shall register with the Clerk of each municipality they want to advertise in. Candidates cannot register as third party advertisers, and third parties may not advertise under the direction of a candidate who filed a nomination. For the 2018 Municipal Election, individuals, corporations and trade unions may register as third party advertisers from May 1, 2018 to October 19, 2018.

### **Mandatory Components for All Advertisements**

Each advertisement must include the name of the registered third party, their contact information, and the municipality in which they are registered. The name of the candidate on the advertisement and contact information of the person placing the advertisement shall be provided to the broadcaster or publisher who must retain these records and a copy of the advertisement. The municipality is authorized to remove or require the candidate or advertiser, or property owner to remove the sign or advertisement if the provisions are not adhered to. For example, if a third party advertiser fails to provide the mandatory information to a broadcaster, the municipality would have the authority to remove the advertisement.

### **Compliance & Enforcement**

Candidates and third party advertisers can submit their financial filings and any corrections until the filing deadline. Should the financial documentation be late, a thirty (30) day grace period is granted for a fee of \$500.00. The Clerk is required to publically report which candidates and advertisers filed their statements and those that do not. Furthermore, the Clerk will review contributions on financial statements and report to the CAC if anyone exceeds the contribution limits, at which time the Committee will determine whether or not a penalty will be applied. Eligible electors can still apply to the Clerk or secretary of a school board for a compliance audit to be performed if they suspect a campaign finance rule has been contravened. CAC meetings are required to be open to the public and should a decision be made regarding a matter, the reason(s) for the decision shall be noted.

## **Efforts of the Clerk**

The changes introduced by the *Elections Modernization Act, 2016* will greatly impact the planning and conduct of municipal elections. The following identifies the major impacts of these amendments:

- a. Many election systems will require changes to respond to the various MEA amendments. For example, changes will be required to manage the registrations of Candidates, financial filings, financial disclosure, and election results. Although various municipalities may have begun work on some of the systems, the sector is still awaiting the final release of the applicable Provincial Forms and Regulations. Delays in the release of this information will place additional pressure on existing resources and timelines.
- b. Additional resources may be required to manage the processing of nominations within the shortened nomination period. Thankfully, unless your municipality has more than 4,000 electors, you won't have to be concerned with validating the supporting signatures for each nomination received.
- c. The full impact of third-party advertising is unknown at this time. It is anticipated that there will be significant new resource requirements to create new systems to administer third party advertising including managing registrations and reporting requirements.
- d. The requirement for the Clerk to review every financial statement, identify and report to the CAC any contributors who exceed the maximum contribution limits may require the need for specialized resources such as accountants and auditors. There is also the potential for incurring additional costs for the CAC.

## **Traditional Areas of Responsibility for CACs.**

Since the legislative requirement, CACs have had the following roles and responsibilities with respect to candidates' election campaign finances:

- a. Consider requests for an audit of a candidate's campaign finances;
- b. Appoint an auditor to commission a report if the committee grants a request for an audit; which is now subject to appeal to the Superior Court;
- c. Consider that auditor's report
- d. Choose whether or not to commence legal proceedings against the candidate and now contributors who apparently exceed contribution limits.

## Changes for CACs

The changes through the *Municipal Elections Modernization Act* now bring about new areas of responsibilities for CACs which substantially increase the complexity of the overall responsibility. These new areas are as follows:

- a. Any Elector may now apply to the committee for a compliance audit of a registered third party if the elector believes on reasonable grounds that the registered third party has contravened the *Act*.
- b. Requests for compliance audits can be made even where a candidate or a registered third party has not filed a financial statement as required by the MEA.
- c. Statutory obligations now obligate the Clerk to review contributions made to both candidates and registered third parties.
- d. Upon review of submitted financial statements, if the Clerk finds that the contribution limits were exceeded, the Clerk must report this exceedance to the CAC, which shall consider the report and may commence legal proceedings against the contributor.
- e. The reports noted in "c" and "d" above are mandatory on the Clerk and are not triggered by an elector's request or a compliance audit.
- f. Within 30 days of receiving a report from the Clerk, a CAC must consider the report and decide if the Committee will be commencing legal proceedings against contributors for apparent violations.
- g. Committees have always been required to adopt their own meeting procedures but the *Municipal Elections Modernization Act* imposes new procedural fairness requirements.
- h. The newly amended MEA now imposes an obligation on CAC's to provide brief written reasons for their decisions.
- i. Previously, the MEA did not require CAC's to provide reasons for their decisions. Courts have also noted, on several occasions, that there was no statutory obligation on CAC's to give reasons.
- j. The new requirement to provide reasons may lead to more discussion and deliberation between members on the issues before each Committee, as Committee members may be obligated to articulate how the law applies to the specific facts of each case when drafting their decisions.
- k. Written reasons will assist members of the public to better understand how and why the Committee reached its conclusion.
- l. Such reasons may also assist the courts in reviewing decisions of CACs, especially given that appeals are "appeals on the record" and a reasonableness standard is engaged in such reviews (as discussed below).

- m. The MEA confirms that all meetings of CAC's, including deliberations, must be open to the public.
- n. Accordingly, upon receipt of a Clerk's Report or of an application for a compliance audit of either a candidate or a registered third party, reasonable notice must be provided to the contributor, the candidate, and the public before the Committee may hold a meeting.
- o. Proceedings against candidates or third parties raise concerns about the collection and use of evidence, and admissibility (inspection, investigation, and adjudication)
- p. Proceedings against contributors raise similar concerns but also those regarding reasonable and probable grounds, the lack of an investigation, and the collection of evidence.
- q. Decisions to commence proceedings may be subject to preliminary scrutiny such as with a Judicial Review.

### **Conclusions and Next Steps for Municipalities**

The new reporting requirements for Clerks and the new rules around registered third parties along with the new obligation for CACs to provide reasons, certainly complicate the municipal election landscape. To that end, Clerks will need to consider the following:

- a. Providing additional training in order to equip committee members to better understand their new and expanded statutory responsibilities under the MEA and to provide a strong foundation going into the 2018 municipal election.
- b. Ensure that they are fully familiar with their new roles with respect to registration of third parties and with respect to the review of financial statements and reporting requirements in regard to individual contributors and their contribution limits.
- c. Engaging a Committee that is already well versed in items "a" and "b" above.

It is likely that courts will apply a standard of reasonableness when CAC decisions to proceed with are appealed. Municipalities should continue to have an eye to appointing CAC members with an existing understanding of law, accounting, and of the mechanics of municipal elections. Furthermore, courts will now have the benefit of the written record of the decisions made by CAC's on appeal or Judicial Review. Therefore, it goes to reason therefore that the success of CACs is now more dependent than ever on how well Committee members understand and are able to articulate the application of law and accounting principles to the specific facts in each case before them.

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to establish Compliance Audit Committee  
Procedures for the City of Temiskaming Shores under  
the Municipal Elections Act, 1996 for the 2018 Municipal  
Election

**Whereas** Section 88.37 (1) of the *Municipal Elections Act, 1996, as amended* requires a council or local board shall establish a Compliance Audit Committee before October 1 of an election year for the purposes of the Act.

**And whereas** Section 88.37 (2) of the *Municipal Elections Act, 1996, as amended* states the committee shall be composed of not fewer than three and not more than seven members and shall not include:

- (a) Employees or officers of the municipality or local board;
- (b) Members of the council or local board;
- (c) Any persons who are candidates in the election for which the committee is established; or
- (d) Any persons who are registered third party advertisers in the municipality in the election for which the committee is established

**And whereas** Section 88.37 (3) of the *Municipal Elections Act, 1996, as amended* states a person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the committee.

**And whereas** Section 88.37 (4) of the *Municipal Elections Act, 1996, as amended* states in appointing persons to the committee, the council or local board shall have regard to the prescribed eligibility criteria.

**And whereas** the Townships of Armstrong, Brethour, Casey, Chamberlain, Coleman, Evanturel, Gauthier, Harley, Harris, Hilliard, Hudson, James, Kerns, Larder Lake, Latchford, Matachewan, McGarry, Village of Thornloe, Municipality of Charlton and Dack and Temagami, and the Towns of Cobalt, Englehart, Kirkland Lake and Temiskaming Shores deem it expedient to establish a Joint Compliance Audit Committee.

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

1. That a Committee, to be known as the Joint Compliance Audit Committee is hereby established to deal with the matters provided for in Section 88.34 to 88.37 of the Municipal Elections Act, 1996, as amended;
2. That the Joint Compliance Audit Committee shall consist of the following individuals representing Expertise for Municipalities (E<sup>4</sup>m), who shall deal with each compliance audit request in accordance with the Terms of Reference

attached hereto as Schedule "A":

Peggy Young-Lovelace

Therese Cassan

Chris Wray

3. That the business of the Joint Compliance Audit Committee be conducted in accordance with the procedures set out in the 2018 Municipal Elections Procedures and the Terms of Reference set out in Schedule "A" attached hereto, and forming part of this by-law;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2018-000**

**Compliance Audit Committee  
Procedures and Terms of Reference**

## 1. Name

The name of the Committee is the "Joint District of Timiskaming 2018 Election Compliance Audit Committee" may consist of the following municipalities:

Township of Armstrong	Township of Brethour
Township of Casey	Township of Chamberlain
Municipality of Charlton-Dack	Township of Coleman
Township of Evanturel	Township of Harris
Township of Harley	Township of Hilliard
Township of Hudson	Township of James
Township of Kerns	Village of Thornloe
Town of Englehart	Town of Cobalt
Town of Latchford	Township of Matachewan
Township of Gauthier	Town of Kirkland Lake
Township of McGarry	Township of Larder Lake
City of Temiskaming Shores	Municipality of Temagami

## 2. Duration

The term of this agreement will coincide with the term of office for Council from December 1, 2018 to November 14, 2022 to deal with applications from the 2018 election and any by-elections during Council's term.

## 3. Mandate

The powers and functions of the Committee are set out in Sections 88.33 to 88.37 of the *Municipal Elections Act, 1996* (Appendix "A"). The Committee will perform the functions relating to the compliance audit application process as outlined in the Act. These functions include:

### Candidate Contravention – Application by Elector

- a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;
- c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Candidate's election campaign finances;
- d. receive the auditor's report from the Clerk;



- e. within 30 days receipt of the auditor's report, consider the report;
- f. if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, decide whether to commence legal proceedings against the candidate for the apparent contravention;
- g. after reviewing the report, give to the Candidate, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

#### Candidate Contributor Contravention – Application by Elector

- a. within 30 days receipt of a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits, consider the report and decide whether to commence a legal proceeding against the contributor for an apparent contravention.
- b. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

#### Registered Third Party Contravention – Application by Elector

- a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;
- c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Registered Third Party's campaign finances;
- d. receive the auditor's report from the Clerk;
- e. within 30 days receipt of the auditor's report, consider the report;
- f. if the report concludes that the Registered Third Party appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Registered Third Party for the apparent contravention;
- g. after reviewing the report, give to the Registered Third Party, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

#### Registered Third Party Contributor Contravention – Application by Elector

- a. within 30 days receipt of the report, consider the report;
- b. if the report concludes that the Contributor appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Contributor for the apparent contravention;
- c. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

### Application by the Clerk

- a. Statutory obligations now obligate the Clerk to review contributions made to both candidates, by candidate contributors and registered third parties. Generally, upon review of the submitted financial statements, if the Clerk finds that the contribution limits were exceeded, the Clerk must report this exceedance to the Compliance Audit Committee via a written report.
- b. The reports noted above are mandatory on the Clerk and are not triggered by the request of an elector.
- c. Within 30 days of receiving a report from the Clerk, a Compliance Audit Committee must consider the report of the Clerk and decide if the Committee will commence a meeting to consider the content of the report(s).
- d. All Clerks should be guided by the provisions of the Municipal Elections Act, more precisely Section 88.34 (1) to 88.34 (7) and Section 88.36 (1) to 88.36 (4).

### Auditor Selection

If the committee decides to grant the application, it shall appoint an auditor licensed under the *Public Accounting Act, 2004* to conduct a compliance audit of the Candidate's election campaign finances.

## **4. Membership**

The Committee shall be composed of at least three (3) voting members that would assume all the rights and privileges of a voting member if called upon. Alternate members shall be ranked and will be called upon to replace a voting member that has resigned from the Committee.

Membership will be drawn from the following groups who has such qualifications and satisfies the eligibility requirements:

- a. accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates and registered third parties;
- b. legal;
- c. professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and/or
- d. other individuals with knowledge of the campaign financing rules of the *Municipal Elections Act, 1996*.

Municipal employees or officers of the municipality, members of Council or local board; any Candidates or any persons who are Registered Third Parties in the 2018 municipal election or in any by-election during the term of Council for any member municipality are ineligible to be appointed as a member of the Committee pursuant to subsection

88.37 (2) of the of the *Municipal Elections Act, 1996*.

Members may be required to participate in an orientation session as a condition of appointment.

## **5. Membership Selection**

Members should be solicited having the qualifications as those individuals as set out under section 4 of the Terms of Reference.

Recommended candidates will be submitted to the Council of each member municipality for consideration in a by-law of appointment.

Members will be selected on the basis of the following:

- a. demonstrated knowledge and understanding of municipal election financing rules;
- b. proven analytical and decision-making skills;
- c. experience working on a committee, task force or similar setting;
- d. availability and willingness to attend meetings; and
- e. excellent oral and written communication skills.

Any members appointed must also agree in writing they will not be a candidate or an individual who is a Registered Third Party in the current municipal election or in any by-election during the term of Council for any member municipality. Failure to adhere to this requirement will result in the individual being removed from the Committee

## **6. Conflict of Interest**

The principles of the *Municipal Conflict of Interest Act*, apply to this Committee. Failure to adhere to this requirement will result in the individual being removed from the Committee.

To avoid a conflict, any person appointed to the Committee must agree in writing not to prepare or audit the election financial statements of any candidate or registered third party for any of the member municipalities in the current municipal election. Failure to adhere to this requirement will result in the individual being removed from the Committee.

## **7. Chair**

The Committee will select a Chair from amongst its members at its first meeting when a compliance audit application is received.

The Chair is the liaison between the members and the Secretary of the Committee on matters of policy and process.

The Chair shall enforce the observance of order and decorum among the Committee members and the public at all meetings.

## **8. Staffing and Funding**

The Clerk from the applicable member municipality shall act as Secretary to the Committee.

The member municipality requiring the services of the Committee shall be responsible for all associated expenses, including the auditor's costs.

Committee Member Remuneration shall be set at \$150 per meeting, mileage included.

Costs with respect to legal fees (if necessary) and the engagement of an auditor would be the responsibility of the member municipality.

## **9. Meetings**

Meetings of the Committee may be conducted electronically but shall be open to the public. The Clerk of the member municipality shall determine an adequate location for the public to physically attend or participate electronically and with the ability to have the Compliance Audit Committee members participate electronically.

### Timing of Meetings

Meetings shall be called by the Clerk of the member municipality when required. The date and time of the meeting will be determined by the Clerk and communicated directly to the Committee members. Subsequent meetings will be held at the call of the Chair in consultation with the Clerk.

Committee activity shall be determined primarily by the number and complexity of applications for compliance audits that may be received. The frequency and duration of meetings will be determined by the Committee in consultation with the Clerk.

### Meeting Location

The Committee shall meet at the location determined in consultation with the member municipality.

### Electronic Meetings

A meeting of the Compliance Audit Committee may be conducted by means of visual or audio or audio electronic or other communications equipment, provided that the public is able to participate and the chairperson is in attendance at the meeting.

Committee members who are participating by electronic means in a meeting are deemed to be present.

In the case of an interruption in the communication link to the member(s) participating electronically, the Committee will recess to a maximum of 15 minutes until it is determined whether or not the link can be re-established. If communications are not re-established, the meeting will be dissolved and rescheduled and the Clerk shall note the same in the minutes.

### Meeting Notices, Agendas & Minutes

The agenda shall constitute notice. The Clerk of the member municipality requiring the services of the Committee shall cause notice of the meetings to be provided:

- to members of the Committee, Candidate, and the Public for a meeting regarding an application by an elector;
- to members of the Committee, Contributor, Candidate and the Public for a meeting regarding a Candidate Contributor Contravention report;
- to members of the Committee, Contributor, Registered Third Party and the public for a meeting regarding a Registered Third Party Contributor Contravention.

A minimum of two (2) business days prior to the date of each meeting, not including weekends or holidays. The agendas and minutes of meetings shall be posted on the member municipality's website, where available.

Minutes of each meeting shall outline the general deliberations and specific actions and recommendations that result. The applicant and the candidate shall be permitted to make presentations as part of the process.

### Agenda Format

1. Call to Order
2. Disclosure of Pecuniary Interest and General Nature Thereof
3. Consideration of Compliance Audit Application, Clerk's Report or Auditor's Report
4. Adjournment

### Quorum

Quorum for meetings shall consist of a majority of the members of the Committee.

If no quorum is present thirty (30) minutes after the time appointed for a meeting, the Clerk shall record the names of the members present and the meeting shall stand adjourned until the date of the next meeting.

### Meeting Attendance

Any member of the Committee, who misses three (3) consecutive meetings, without being excused by the Committee, may be removed from the Committee. The Committee must make recommendations, by a report to Council for the removal of any

member.

### Motions & Voting

A motion shall only need to be formally moved before the Chair can put the question or a motion can be recorded in the minutes.

A motion shall be reduced to writing and shall be signed by the Chair and Secretary.

Every Member present shall be deemed to vote against the motion if they decline or abstain from voting, unless disqualified from voting by reason of a declared pecuniary interest.

In the case of a tie vote, the motion shall be considered to have been lost. The manner of determining the vote on a motion shall be by show of hands. The Chair shall announce the result of every vote.

## **10. Administrative Practices and Procedures**

The Terms of Reference constitute the Administrative Practices and Procedures of the Committee. Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.33 to 88.37 of the *Municipal Elections Act, 1996*.

The Clerk at any time has the right to develop additional administrative practices and procedures

## **11. Committee Procedures – Auditor’s Report**

### Introduction of an Auditor’s Report

The Auditor shall present a summary of the auditor’s report as previously submitted to the Committee.

The Members may, through the Chair, ask questions of the Auditor.

### Presentations

The Chair shall invite the Applicant, Candidate or their authorized agent, and any member of the public who wishes to speak to make their presentation. Speakers shall address the decisions available to the Committee as a result of the audit only.

Speakers shall not address the Auditor or the content of the auditor’s report.

The Members may, through the Chair, ask questions of the speaker(s).

Any document submitted to the Committee during a presentation shall be made available on request, subject to any law which would prohibit disclosure.

### Rules of Debate on the Auditor’s Report

Following presentations, the auditor's report shall then be open for debate by the Members only.

### Committee Decisions on an Auditor's Report

In accordance with the *Municipal Act*, within thirty (30) days of receipt of an auditor's report, the Committee shall consider the report and may:

- a. Commence a legal proceeding against the Candidate for any apparent contravention, if the report concludes that the Candidate appears to have contravened a provision of this *Act* relating to election campaign finances; or
- b. Make a finding as to whether there were reasonable grounds for the application, if the report concludes that the Candidate does not appear to have contravened a provision of the *Act* relating to election campaign finances.

## **12. Minutes of the Committee**

### Draft Minutes

The Clerk shall prepare draft minutes of each meeting of the Committee and shall provide Members with a copy. The minutes shall include the names of persons present who addressed the Committee, a summary of the activities at the meeting, all motions properly moved, their disposition and a brief rationale for the decisions made.

### Approval of Minutes

The draft minutes shall be circulated to the Members for review. If time permits, the minutes may be approved at the next duly called meeting of the Committee. As an alternative and in recognition of the legislated time limits, each Member's approval of the minutes may be returned to the Clerk by electronic transmission. The Clerk shall retain the electronic transmission for recordkeeping purposes. The minutes, once approved, shall be signed by the Chair and the Clerk.

### Distribution of Minutes

As soon as practicable after each meeting, the clerk shall provide a copy of the approved minutes, or as an alternative Notice of Committee Decision, to the affected Applicant, Candidate and Auditor. The copy may be sent by electronic transmission provided confirmation of receipt is produced to and retained by the Clerk. If confirmation of receipt is not available, the copy shall be sent by registered mail.

**Subject:** Stop up & Close (Fourth St.) and  
Disposition of Fourth Street

**Report No.:** CS-004-01-2018  
**Agenda Date:** August 14, 2018

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### **Attachments**

**Appendix 01:** Reference Plan 54R-6023

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Supplemental Administrative Report CS-004-01-2018;
2. That Council directs staff to prepare the necessary by-law to Stop up and Close a portion of Fourth Street legally described as Part 1 on Reference Plan 54R-6023 for consideration at the August 14, 2018 Regular Council meeting; and
3. That Council directs staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with David and June Quehe for Part 1 on Reference Plan 54R-6023 with a closing date of August 31, 2018.

### **Background**

In a letter dated May 18, 2017 from David and June Quehe the closure, stopping up and closing of a portion of Fourth Street road allowance was requested by the Quehe's so they could purchase it for primary access to their property 975202 Silver Centre Road.

Council considered Confidential Administrative Report No. PW-024-2017 on July 11, 2017; Administrative Report No. CS-004-2018 on February 6, 2018; and held a public meeting on February 20, 2018 for both the proposed Stopping-Up and Closing and disposition of a portion of Fourth Street to David & June Quehe.

### **Analysis:**

At the Public Meeting held on February 20, 2018 both Mr. Nicholas Tobler and Mr. Thomas Tobler spoke to the matter. Mr. Nicholas Tobler owns property that abuts Fourth Street to the East which contains a residential dwelling, accessory garage and a few other outbuildings. Mr. Thomas Tobler owns property that abuts Fourth Street to the west which is vacant land to which there was a former residence which was destroyed by fire over 13 years ago.

The intent of the disposition of a portion of Fourth Street is to provide the Quehe's legal access to a year round municipally maintained roadway (Silver Centre Road); however in doing so it would eliminate the current access to Mr. Nicholas Tobler's residence on the east side of Forth Street. Therefore Public Works has allocated funds within the 2018 operational budget to install an access (driveway) directly off of Silver Centre Road for Mr. Nicholas Tobler. Nicholas raised concerns in regards to the location of the access in relation to a future well and septic system for the property which is currently being significantly renovated. It was noted during the public meeting presentation that staff will consult with Nicholas on the location of the access prior to installation.



Mr. Thomas Tobler raised concerns at the public meeting in regards to losing access to the vacant property and requested consideration for the municipality to install an access (driveway) to his property as well. It was noted to Mr. Thomas Tobler at the meeting that the City does not typically provide access to any property and that responsibility lies with the property owner at the time of development and that access is being provided to Nicholas under unique circumstances where the city is removing his current access. It was also noted to Thomas that there is/was an existing access to his property off of Groom Drive for the dwelling that was destroyed by fire.

Therefore it is recommended that Council direct staff to prepare the necessary by-law to Stop up and Close a portion of Fourth Street legally described as Part 1 on Reference Plan 54R-6023 for consideration at the August 14, 2018 Regular Council meeting.

It is further recommended that Council direct staff to prepare the necessary by-law and Agreement of Purchase and Offer with David and June Quehe at a nominal fee for Part 1 on Reference Plan 54R-6023 with a closing date of August 31, 2018 consideration at the August 14, 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

Public Works would be constructing the alternative access (driveway) for Mr. Nicholas Tobler and have allocated funds within the Public Works operational budget. Staffing implications are limited normal staff responsibilities.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
<hr/> "Original signed by"	<hr/> "Original signed by"	<hr/> "Original signed by"
David B. Treen Municipal Clerk	Shelly Zubyck Director of Corporate Services	Christopher W. Oslund City Manager

PLAN OF SURVEY OF  
 PART OF FOURTH STREET  
 REGISTERED PLAN M-147 N.B.  
 GEOGRAPHIC TOWNSHIP OF BUCKE  
 CITY OF TEMISKAMING SHORES  
 DISTRICT OF TIMISKAMING

SCALE 1 : 300 METRES  
 0 1 2 3 4 5 10 20 30  
 SURVEYORS ON SITE INC.

LEGEND

- MONUMENT PLANTED
- MONUMENT FOUND
- SIB STANDARD IRON BAR
- IB IRON BAR
- M MEASURED
- CALC CALCULATED
- PR PROPORTIONAL
- P1 PLAN 54R-2772 (MTO PLAN P-3208-9)
- P2 REGISTERED PLAN M-147 N.B.
- MTO MINISTRY OF TRANSPORTATION OF ONTARIO
- 1334 J.E. WALKER, O.L.S.

NOTES

- DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
- DISTANCES ON THIS PLAN ARE HORIZONTAL GROUND DISTANCES AND CAN BE CONVERTED TO GRID DISTANCES BY MULTIPLYING BY THE AVERAGE COMBINED SCALE FACTOR OF 0.99968927.
- BEARINGS ARE UTM GRID DERIVED FROM SPECIFIED CONTROL POINTS (SCP's) COSINE HCM01019784267 & HCM01019774067, UTM ZONE 17, NAD83 (ORIGINAL).
- FOR BEARING COMPARISONS, THE FOLLOWING ROTATIONS WERE APPLIED:  
 P1 - 1°00'40" COUNTER CLOCKWISE

SURVEYOR'S CERTIFICATE

- I CERTIFY THAT:
1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT, THE SURVEYORS ACT, THE LAND TITLES ACT AND THE REGULATIONS MADE UNDER THEM.
  2. THE SURVEY WAS COMPLETED ON THE 17th DAY OF NOVEMBER, 2017.

JANUARY 26, 2018  
 NEW LISKEARD, ONTARIO

*Ryan Seguin*  
 RYAN SEGUIN  
 ONTARIO LAND SURVEYOR

1 REQUIRE THIS PLAN TO BE DEPOSITED UNDER THE LAND TITLES ACT. PLAN 54R-6023  
 RECEIVED AND DEPOSITED

DATE: JANUARY 26, 2018 DATE: 2018 02 12

*Ryan Seguin*  
 RYAN SEGUIN  
 ONTARIO LAND SURVEYOR

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

SCHEDULE				
PART	LOT	PLAN	PIN	AREA (m <sup>2</sup> )
1	PART OF FOURTH STREET	M-197 N.B.	PIN 61358-0189(LT)	2114.61

PIN SUMMARY - PART 1 IS PART OF PIN 61358-0189(LT)

INTEGRATION COORDINATE TABLES		
SPECIFIED CONTROL POINTS (SCP's)		
MONUMENT	NORTHING	EASTING
HCM 01019784267	5,252,336.506	601,671.670
HCM 01019774067	5,256,104.237	601,506.859

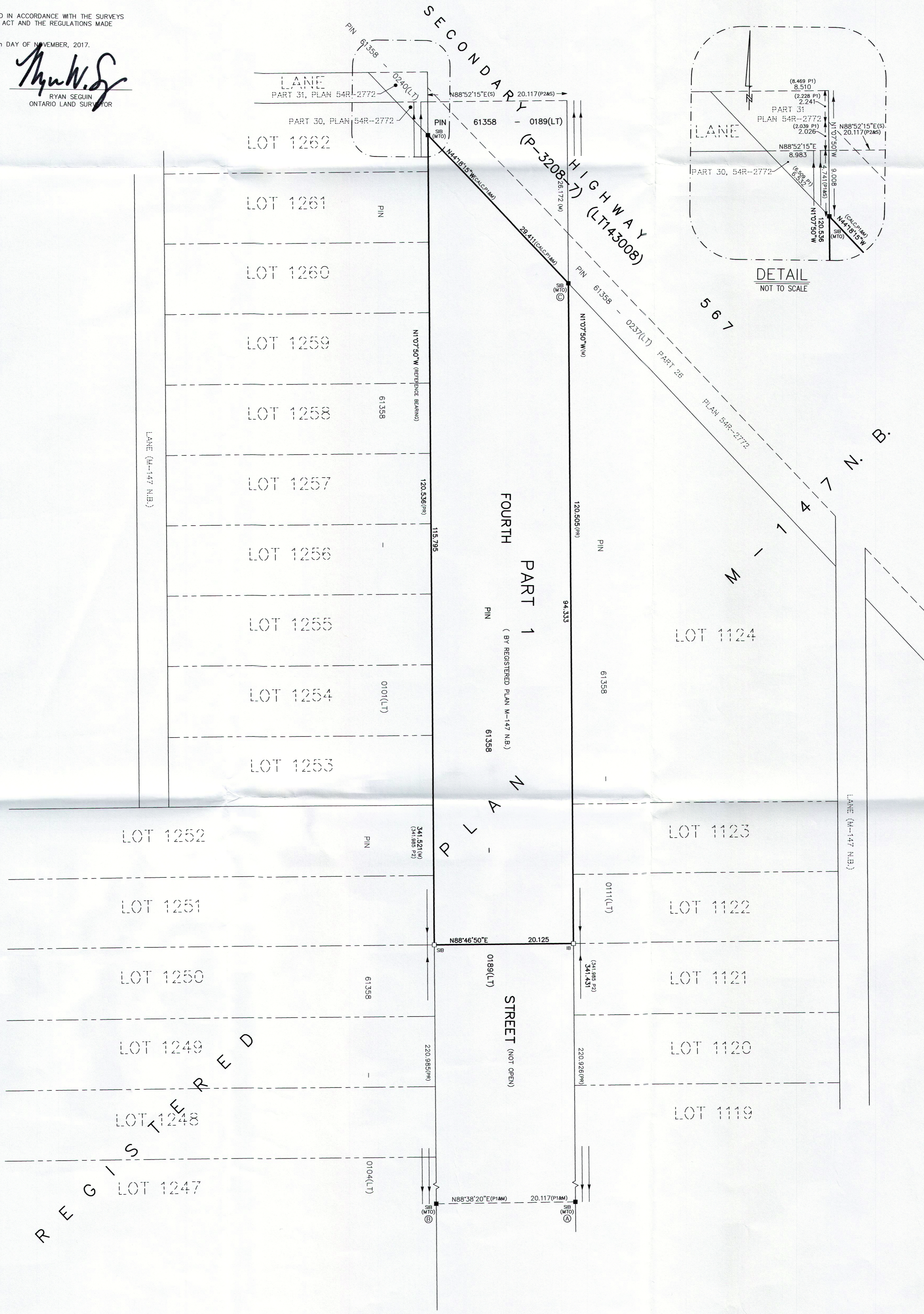
UTM ZONE 17, NAD83 (ORIGINAL)

OBSERVED REFERENCE POINTS (ORP) BELOW ARE DERIVED FROM RTK GPS OBSERVATIONS AND ARE REFERRED TO UTM ZONE 17, NAD83 (ORIGINAL).

COORDINATES COMPLY WITH THE URBAN ABSOLUTE ACCURACY PER SEC. 14(2) OF O. REG. 216/10.

ORP	NORTHING	EASTING
Ⓐ	5,252,546.60	603,593.17
Ⓑ	5,252,546.11	603,573.04
Ⓒ	5,252,861.70	603,586.95

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.



REGISTERED

**Subject:** Amendments to By-law No. 2012 – 101  
(Traffic By-law)

**Report No.:** CS-026-2018  
**Agenda Date:** August 14, 2018

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## **Attachments**

**Appendix 01** – Traffic Issues

**Appendix 02** – Draft Amendment to By-law No. 2012-101

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-026-2018; and
2. That Council directs staff to prepare the necessary by-law to amend By-law 2012-101 (Traffic By-law) to include amendments detailed in Administrative Report CS-026-2018 for consideration at the August 14, 2018 Regular Council meeting.

## **Background**

The current *Traffic and Parking of Vehicles By-law* (By-law No. 2012-101) came into force and effect on November 6, 2012. Over the past six to eight months several concerns have been raised via various avenues that has resulted in staff analyzing these concerns in relation to By-law No. 2012-101.

These concerns were reviewed by a variety of staff on January 30, 2018 and again on June 14, 2018. The issues were summarized into **Appendix 01 – Traffic Issues** and were reviewed at the June 26, 2018 Protection to Persons and Property Committee meeting.

## **Analysis**

The following is the direction provided at the PPP meeting held on June 26, 2018 upon review of Appendix 01 – Traffic Issues:

### ***Item No. 1 Riverside Drive – Farmer's Market***

No parking is permitted along Riverside Drive; by-law staff have worked with Farmer's Market and issued warnings and some tickets. Farmer's Market is encouraged by the approach and has had staff direct traffic to appropriate parking areas on Saturday mornings. No change to Traffic By-law required – continue to enforce current parking restrictions.

### ***Item No. 2 Stop Sign Request – Whitewood & May***

Intersection of Whitewood and May is currently a three-way stop. PPP is recommending the installation of an additional stop sign to make this intersection a 4-way stop. The PW

Committee has subsequently recommended the development of a stop sign policy and **not** install a stop sign at this time

***Item No. 3 Parking Issues – Dymond Street Area***

Item 3, 8 and 11 all relate to issues surrounding parking congestion at or near the New Liskeard Public School (pick up & drop off times) and Navigateur (pick up – buses). Staff need to review these more closely and consult with the associated school boards.

***Item No. 4 Stop Sign Request (3-way) – Drive-In Theatre Road***

PPP recommends that signage remain status quo. Letter has been sent to the Police Services Board in regards to concerns related to increased speeds in this area.

***Item No. 5 Farr Drive – Art in the Park***

PPP is recommending the temporary closure of Farr Drive from Main Street (south side) to Marcella Street (north side) every Wednesday for this event. Public Works has authority close road for this purpose.

***Item No. 6 Stop Sign on Cosman Cres. at Bolger Ave.***

The PPP Committee had reviewed the matter and recommendation the installation of a stop sign for north bound traffic on Cosman as it intersects with Bolger. The PW Committee has subsequently recommended the development of a stop sign policy and **not** install a stop sign at this time, but the installation of a “Yield” sign coming out of the dead-end of Bolger. Amendment to Traffic By-law would be required.

***Item No. 7 Sight Lines – Ferguson and Broadway***

“No Parking here to Corner” signs to be installed to alleviate sight lines.

***Item No. 8 Dymond Street – Paget to Mary***

See item 3.

***Item No. 9 STATO Trail – May Street***

Public Works will cover signage at the end of STATO Trail season and remove covers at beginning of STATO Trail season.

***Item No. 10 Northern College – Rorke Avenue***

Parking restrictions on Latchford will be mirrored onto Rorke Avenue. Amendment to Traffic By-law required.

***Item No. 11 Bus Queuing – Hessle Street***

See item 3.

***Item No. 12 Parking of Larger Vehicles on Streets***

Staff reviewed the issue and feel that there are other policies/by-laws that address these types of situations (i.e. zoning by-law does not permit RV’s/campers in front yard). Enforcement staff to deal with these issues on a case by case basis.

***Item No. 13 Transit Bus Stops***

Staff has reviewed Bus Stops and confirmed the current stops are accurate.

**Appendix 02 – Draft Amendment By-law** incorporates the above noted required amendments. It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2012-101 for consideration at the August 14, 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

Staffing implications related to this matter are limited to normal administrative functions and duties as it relates to revisions to the by-law and installation of the required signage.

Costs associated with the placement of required signs and posts would be estimated at \$85 per installation.

**Alternatives**

No additional alternatives were considered.

**Submission**

Prepared by:

Reviewed by:

Reviewed by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
David B. Treen  
Municipal Clerk

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

1. **Riverside Drive – Farmer’s Market**

No parking – Appendix “4”: Riverside Drive – Both Direction – May St. to May St.

***Maintain requirement of Traffic By-law and increase enforcement.***

Ignoring issue (allowing parking wherever) limits or prevents access by truck with trailers or emergency vehicles if needed.

2. **Stop Sign Request – Whitewood & May**

Stop signs on May at Whitewood – North and South bound. St. to May St.

Stop sign on Riverside at May – West bound

***Remain status Quo***

Stop signs are not intended to be used as means to slow traffic down; meant to prevent accidents at intersections.

3. **Parking Issues – Dymond Street Area**

Congestion of parking during school; especially during morning drop offs, afternoon pick-ups and school events (graduation, Christmas concerts, etc.), also buses line up along Dymond or adjacent streets waiting the release of students.

Parking lot at school is small and not utilized. When chalking for enforcement, staff come out and move the cars slightly. The solution would be for the School Board to provide off-street parking / loading area as they have sufficient land owned. Reluctant to do so.

***Maintain enforcement.***

4. **Stop Sign Request (3-way) – Drive-In Theatre Road**

Stop signs requested along Drive-In Theatre Road at Grant Drive – traffic travels too fast.

***Remain status Quo – inform Police Services Board about concern – Limit is 40 km/h***

Stop signs are not intended to be used as means to slow traffic down; meant to prevent accidents at intersections.

## 5. Farr Drive – Art in the Park

Traffic congestion on Farr Drive due to parking on both sides. There are also two under-utilized parking lots (City Hall – Curling Club).

***Farr Drive from Main (south side) to Blackwall (north side) be closed during Art in the Park (5-9 Wednesday evenings) and have the organizing committee promote parking at the two parking lots. It was further noted that Marina staff could set up barricades for the event.***

Public Works has authority to close road. Through traffic and utilize Leslie McFarlane Way.

## 6. Stop Sign on Cosman

Concerns raised with traffic going too fast. Bolger is a dead-end entering on to Cosman/Bolger.

***Install a “YEILD” sign coming out of the dead-end; modification to traffic by-law***

Stop signs are not intended to be used as means of speed control; meant to prevent accidents at intersections.

## 7. Sight Lines – Ferguson and Broadway

Difficult to see when exiting off of Broadway onto Ferguson (cars parked in front of former Theatre).

***Install a “NO PARKING HERE TO CORNER” sign on Ferguson (southeast) 9 m from intersection and one on Broadway (southeast) 9 m from intersection. Modification to traffic by-law.***

## 8. Dymond Street – Paget to Mary

Signage (no parking 8:30 – 4:30) and wording in by-law (7-5) differ. Need to modify such that they match; however this is the area that buses are standing awaiting end of school day. Bus companies complaining of parents parking there; however no one should be parking there – has become a bus standing area.

***Clerk and By-law inspector will review matter with objective of creating a bus standing area only along Dymond***

A lot of the buses also parking on adjacent side roads (John, Mary) awaiting the release of kids.

**9. STATO Trail – May Street**

Signage does not permit parking within STATO Trail; however the trail is closed during winter months.

***Public Works will cover signage at the end of STATO Trail season and remove covers at beginning of STATO Trail season.***

Simplest solution as STATO Trail season fluctuates.

**10. Northern College – Rorke Ave**

Students are starting to parking on Rorke Ave. to avoid fees at the school.

***Parking restrictions imposed on Latchford Street will be mirrored on Rorke Ave. (Ethel to Foster); modifications to traffic by-law***

In the event that the parking restrictions become an issue for residents, we could look at a visitor parking pass.

**11. Bus Queuing – Hessele Street**

Buses are parking in the boulevard, north of the STATO Trail. Bus Queuing is an issue at several schools and limited parking just pushing the issue to other side streets.

***Staff will review the issue more closely with the intent of creating provisions within the traffic by-law that would solve or greatly reduce the concerns. It may be prudent to communicate with the various School Boards.***

**12. Parking of larger vehicles (Buses, RV's etc.) at streets**



Many Bus drivers between dropping of kids and picking kids up from school park the bus at their residence. The traffic by-law does restrict such parking, but the language is specific to three axles – buses have two. The complaints are based on visual aspects of a bus in front of a house.

Complaints have also been received with respect to RV/Campers parking on the Road Allowances or laneways.

***Staff will review the issue more closely with the intent of creating provisions within the traffic by-law that would solve or greatly reduce the concerns***

### 13. Transit Bus Stops

It was noticed Appendix “5” of the Traffic By-law which identifies designated Bus Stops is not accurate and needs to be updated.

***Staff will review the Transit Route and confirm which stops are required to be identified; modification to traffic by-law***

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

**By-law No. 2018-000**

**Being a by-law to amend By-law No. 2012-101, as amended  
being a by-law to Regulate Traffic and Parking of vehicles in  
the City of Temiskaming Shores**

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-026-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 being a by-law to regulate Traffic and Parking for consideration at the August 14, 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 hereby amends By-law No. 2012-101, more specifically Appendix 9 – Parking Time Limited in Designated Places (Table F – Parking is prohibited during specified time periods) of Schedule “A” by adding the following prohibitions:

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>Time Period</u>
Rorke Avenue	Both	Probyn Street	Foster Street	Between 7:00 am and 5:00 pm daily excluding Saturday, Sunday, Statutory Holidays and all days during the months of July and August in each calendar year.

2. That Council hereby amends By-law No. 2012-101, more specifically Appendix 10 – Provide for the Installation of Yield, Right-of-Way Signs at Intersections of Schedule “A” by adding the following:

<u>Intersection</u>	<u>Facing Traffic</u>
---------------------	-----------------------

Cosman Crescent & Bolger Avenue	West bound on Bolger Avenue
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3. That this by-law shall come into force and take effect on the date of its final passing.
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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Subject:** Skate Sharpening Booth Lease Agreement

**Report No.:** CS-031-2018

**Agenda Date:** August 14, 2018

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### **Attachments**

Appendix 1: Draft Lease Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-031-2018;
2. That Council directs staff to prepare the necessary by-law to enter into a one year lease agreement with Mr. James T. Paterson for the operation of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena for consideration at the August 14, 2018 Regular Council meeting.

### **Background**

For over 25 years, Mr. Dupuis and his family have offered skate sharpening services at the Don Shepherdson Memorial Arena. The current lease agreement is set to expire on August 31, 2018.

In July of 2018, staff were notified that Mr. James Paterson would be assuming the operations of the booth.

### **ANALYSIS**

Staff is recommending entering into 1-year term at the same annual rate of \$1,400/year with Mr. Paterson.

Over and above the rental fee of \$1,400, there will also be charge of \$340.35 for annual hydro costs associated with the operation of the booth, of which a 5% increase will be applied annually for the 1 year term.

The proposal meets the needs of the municipality for the Don Shepherdson Memorial Arena for the 1 year term and the proponent will continue to operate the skate sharpening booth on a regular basis throughout the term to ensure consistent and quality service.

Renewal options will be discussed with operator nearing the end of the one year term.

This agreement would expire on September 1, 2019.

Attached as Appendix 1 is the draft lease agreement.

**Financial / Staffing Implications**

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

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

Year	Annual	Hydro	Total
2018-2019	\$1,400.00	\$340.35	\$1,740.35

Total incoming revenue for the 1-year term would be approximately \$1,740.35.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
Shelly Zubyck  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

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

**By-law No. 2018- XXX**

**Being a By-law to enter into a Lease Agreement with  
James T. Paterson for the rental of the  
Don Shepherdson Arena Skate Sharpening Booth**

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

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

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

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores acknowledged receipt of Administrative Report No. CS-031-2018 at the August 14, 2018 Regular Council Meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with James T. Paterson for the rental of the Don Shepherdson Arena Skate Sharpening Booth;

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores deems it desirable to enter into a 1-year lease agreement for the rental of the Skate Sharpening Booth at the Don Shepherdson Memorial Arena;

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the Mayor and Clerk are hereby authorized to sign and seal a lease agreement with James T. Paterson for the rental of the Don Shepherdson Arena Skate Sharpening Booth for the period covering September 1, 2018 to August 31, 2019, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 14<sup>th</sup> day of  
August, 2018.

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Mayor

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Clerk

**SCHEDULE "A" TO BY-LAW NO. 2018-xxx**

**New Liskeard Arena Skate Sharpening Booth**

**2018 – 2019**

This agreement made the 14<sup>th</sup> day of August, 2018.

Between:

**CITY OF TEMISKAMING SHORES**

(Hereinafter called the "City")

and

**JAMES T. PATERSON**

(Hereinafter called the "Operator")

**WHEREAS** the City is the owner of the Don Shepherdson Memorial Arena Skate Sharpening Booth

**AND WHEREAS** the parties hereto have agreed to enter into this agreement for a one-year lease to start September 1<sup>st</sup>, 2018;

**1.0 PREMISES**

The City hereby leases to the Operator the Don Shepherdson Memorial Arena Skate Sharpening Booth.

**2.0 TERM AND RATE**

The term of this lease runs from September 1, 2018 – August 31, 2019.

The Operator shall pay to the City of Temiskaming Shores \$1,400.00 per year plus HST from September to August. Rent is payable to the City in seven (7) equal monthly payments from September to March.



The Operator shall pay \$340.35 for yearly hydro costs to be paid in September of each year. A 5% increase to the hydro cost will be applied annually.

### **3.0 SERVICES**

The tenant shall provide the service of skate sharpening.

### **4.0 TENANT'S COVENANTS**

#### **4.1 Maintenance and Repairs**

The Tenant during the term of the lease shall keep the leased areas and the adjacent property, used by patrons, in good repair.

#### **4.2 Use of Building**

The Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of skate sharpening.

#### **4.3 Assigning of Subletting**

The Tenant may not assign temporary use to other bodies unless prior written consent is received from the City. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

#### **4.4 Cleanliness**

The Tenant shall be responsible for janitorial services of the Skate Sharpening Booth to be kept in a state acceptable to the Temiskaming Health Unit and the City.

#### **4.5 Indemnify**

To indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant.

#### 4.6 Insurance

Not to use the Lands or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenants, the Tenant premiums are so increased. In addition, and in any event, the Tenant shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, General Liability Insurance, in joint names of the Tenant and the City of Temiskaming Shores, applying to all operations of the Tenant, which shall include bodily injury liability and property damage liability, such policy or policies shall be for not less than \$1,000,000 (Canadian).

#### 4.7 Alterations

Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Booth Area without obtaining prior written approval of the City which approval shall not be unreasonably withheld.

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### **5.0 CITY'S COVENANTS**

#### 5.1 Garbage

The City will cover garbage bin fees.

#### 5.2 Entry by City

The City or its agents shall enter upon the premises at anytime and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the booth area.

#### 5.3 Non-waiver

Any condoning, excusing or overlooking by the City of any default breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the City rights hereunder in respect of any continuing or subsequent

default, breach or non-observance, nor defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, and all rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

## **6.0 PROVISIONS**

Provided always and it is hereby agreed as follows:

### **6.1 Amendments**

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### **6.2 Damage to Lands**

The City shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant to employees of the Tenant to any other person while in the Booth unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Booth or from the water, steam or drainage of the Booth or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Tenant.

### **6.3 Effect of Agreement**

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

### **6.4 Impossibility of Performance**

It is understood and agreed that whenever and to the extent that the City shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the City shall be relieved from the fulfillment of such obligation and tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**IN WITNESS WHEREOF** the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

SIGNED, SEALED AND DELIVERED in the presence of

**CITY OF TEMISKAMING SHORES**

\_\_\_\_\_  
Mayor Carman Kidd

\_\_\_\_\_  
Dave Treen – Municipal Clerk

**OPERATOR**

\_\_\_\_\_  
James T. Paterson

\_\_\_\_\_  
Witness

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**Subject:** Agricultural Society Lease Agreement

**Report No.:** CS-033-2018

**Agenda Date:** August 14, 2018

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## **Attachments**

**Appendix 01:** Draft Lease Agreement

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-033-2018;
2. That Council directs staff to prepare the necessary by-law to enter into a 10-Year Lease Agreement with the New Liskeard Agricultural Society for the use of municipal property and facilities located on the Fall Fair Grounds for consideration at the August 14, 2018 Regular Council meeting.

## **Background**

On March 19, 2013 Council passed By-Law No. 2013-047 being a by-law to authorize the entering into a lease agreement with the New Liskeard Agricultural Society for the use of the Fall Fair Grounds and Riverside Place. The agreement expires on September 30, 2018.

## **Analysis**

The New Liskeard Fall Fair is an annual tradition that goes back 115 years. The Fall Fair grounds and Riverside Place hall are used to host the Fair events each year in September for a period of ten (10) days.

The Agricultural Society have requested the renewal be for a period of ten years, as opposed to five. The reason for the request is that they are planning on investing a substantial amount into the infrastructure (building upgrades, small ring upgrade, bleacher repairs, etc.) over the next few years. Over the last five years the Agricultural Society have implemented a strict budgeting process which has enabled them to operate more efficiently and save funds for these improvements. The Agricultural Society has been working on grant applications to support the planned improvements.

At the Corporate Services Committee Meeting held July 19, 2018, the Committee passed the following recommendation:

Recommendation CS-2018-038

Moved by: Councillor Danny Whalen

Be it resolved that the Corporate Services Committee hereby recommends that Council consider entering into a 10 year agreement with the New Liskeard Agricultural Society for the Fall Fair Grounds with a 2 year Notice clause in the event the City needs to terminate the agreement.

Staff is recommending a renewal of ten years in order to allow the group to plan long term planning strategies and provide adequate stability for the community event. The addition of a two-year notice termination clause has also been added should the City have alternate plans for the land.

A draft of the lease agreement is attached as Appendix 1.

**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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubyck, CHRP  
Director of Corporate Services

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
BY-LAW NO. 2018-XXX  
BEING A BY-LAW TO AUTHORIZE THE ENTERING INTO AN AGREEMENT  
WITH THE NEW LISKEARD AGRICULTURAL SOCIETY  
FOR THE USE OF MUNICIPAL PROPERTY AND FACILITIES.**

**WHEREAS** at the August 14, 2018 Regular Meeting of Council, Council acknowledged receipt of Administrative Report CS-033-2018 regarding the renewal of a lease agreement with the New Liskeard Agricultural Society and adopted a recommendation directing staff to prepare the necessary by-law to enter into an agreement;

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

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

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

**AND WHEREAS** the Council of The Corporation of the City of Temiskaming Shores desires to enter into an agreement with the New Liskeard Agricultural Society.

**NOW THEREFORE** the Council of The Corporation of the City of Temiskaming Shores hereby enacts the following as a by-law:

1. That the City of Temiskaming Shores agrees to inter into an agreement with the New Liskeard Agricultural Society for the period covering October 1, 2018 to September 30, 2028.
2. That the said agreement is identified as Schedule "A", attached hereto and forming part of this by-law.
3. That the Mayor and Clerk are hereby authorized to sign and seal said agreement on behalf of the Corporation.

**READ a FIRST, SECOND and THIRD TIME and FINALLY PASSED** this 14<sup>th</sup> day of August, 2018.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "A" TO BY-LAW No. 2013-XXX**

**BETWEEN**

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
hereinafter called "The City"

and

**NEW LISKEARD AGRICULTURAL SOCIETY**  
hereinafter called "The Society"

**FOR THE USE OF MUNICIPAL PROPERTY AND FACILITIES**  
**BY THE NEW LISKEARD AGRICULTURAL SOCIETY**

The City agrees to allow the Society to use the municipal property and facilities shown on the map attached hereto, for the production of a fall fair for a period of ten days at a mutually agreeable date in September for each of the years 2018 through to 2028, inclusive. The Society can also have use of the Riverside Place Facility during the fall fair.

The Society shall provide comprehensive liability insurance in the amount of two million dollars (\$2,000,000) with the City as a named insured, that saves harmless the City from any and all liability claims arising from the Society's occupation of the land described in Schedule 'A' and the Riverside Place.

The Society agrees:

- 1) To use the premises for the holding of an annual fall fair;
- 2) Not to permit on the premises any activity, undertaking, or endeavour, which may be illegal or contrary to the by-laws of The Corporation of the City of Temiskaming Shores;
- 3) To provide two million dollars (\$2,000,000) insurance coverage for the premises and all activities carried out thereon during use by the Society, provided that the Society hereby indemnifies and saves harmless the City from any and all liability or claims arising from the Society's occupation of the premises due to the negligence of the Society or from any person or persons using or occupying the premises with the permission of the Society;
- 4) To leave the premises in a clean and tidy state; and
- 5) Not to assign this agreement without the express prior written consent of the City.



The City agrees:

- 1) To provide the Society with quiet enjoyment of the premises.

**Right of termination by the City**

The lease may be terminated at the City's sole discretion by providing the Society with two years notice.

SIGNED, SEALED AND DELIVERED THIS 14<sup>TH</sup> DAY OF AUGUST, 2018.

THE CORPORATION OF THE  
CITY OF TEMISKAMING SHORES

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Mayor

\_\_\_\_\_  
Clerk

NEW LISKEARD  
AGRICULTURAL SOCIETY

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

**Subject:** Municipal Employee Group Benefit Plan (Supplemental Report)

**Agenda Date:** August 14, 2018

**Report No.:** CS-034-2018

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### **Attachments**

**Appendix 01:** Draft CS-RFP-002-2018.

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-034-2018; and
2. That Council agrees to cancel Request for Proposal CS-RFP-001-2018 and directs staff to release Request for Proposal CS-RFP-002-2018 for the provision of Brokerage Services only for the Municipal Employee Group Benefit Plan.

### **Background**

The City's Municipal Employee Group Benefit Plan becomes eligible for renewal on October 1, 2018.

### **Analysis**

In June, CS-RFP-001-2018 was released. Two proposals were received on July 12, 2018. One proposal was ineligible as it only provided information on Brokerage Services and did not provide a quotation for Employee Benefits. The other proposal provided two quotations, however, as there were no proposals received for comparison purposes, staff is recommending a revised RFP be released for Brokerage Services only.

Once a Broker is selected, they will be able to work with benefit providers to obtain competitive quotations on behalf of the City.

This item was discussed at the Corporate Services Committee held on June 19, 2018. The Committee supported cancelling CS-RFP-001-2018 and issuing a revised RFP for just brokerage services.

### **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 renewal of the City's benefit plan is part of ongoing operation costs. Over the last five years, the benefit costs were as follows:

2013 - \$430,591

2014 - \$431,910

2015 - \$503,290

2016 - \$518,169

2017 - \$624,429

Over the last several years the industry has seen a consistently higher frequency of claims in excess of \$10,000. This continued deterioration is driven largely by catastrophic and specialty drug expenses as well as current fluctuations on the out-of-Country risk.

Specifically, for the City of Temiskaming Shores, the main driver for the premium increases has been the "Pooling" coverage which includes in-Canada claims in excess of \$10,000 per person per benefit year.

The second main driver has been the City's experience rating with Long Term Disability.

### **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 Zubyck, CHRP  
Director of Corporate Services

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Christopher W. Oslund  
City Manager



Dymond  
Haileybury  
New Liskeard

*Discover a whole new Ontario • Découvrez un tout nouvel Ontario*

City of Temiskaming Shores  
Request for Proposal  
CS-RFP-002-2018

Employee Benefit Plan Brokerage Services

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



## Objective

This Request for Proposal describes the Corporation of the City of Temiskaming Shores requirements for Employee Benefit Brokerage Services. It is the intent of the City of Temiskaming Shores to enter into an agreement with a qualified broker to administer the City's Employee Benefit package.

## Introduction

Located at the head of Lake Temiskaming, Temiskaming Shores is located in Northeastern Ontario, near the Quebec border. Temiskaming Shores covers 163.32 km<sup>2</sup> and has a population of approximately 10,600.

The former Towns of Haileybury, New Liskeard and the Township of Dymond amalgamated in January 2004 to become the City of Temiskaming Shores, which is a single tier municipality.

The City of Temiskaming Shores offers a variety of benefits to approximately 75 permanent full time unionized, library and management staff, as well as, retired employees of the same categories until the age of 65.

## Definitions

The Corporation of the City of Temiskaming Shores shall hereinafter be referred to as the City.

## Submission

Submissions may be in hard copy and submitted to the following address:

**City of Temiskaming Shores**  
P.O Box 2050  
325 Farr Drive  
Haileybury, Ontario P0J 1K0  
Attention: Dave Treen, Municipal Clerk  
"CS-RFP-002-2018 Employee Benefit Plan Brokerage Services"

The closing date for the submission of Proposals will be at **2:00 pm local time on Thursday, September 5th, 2018.**

- Proposals shall be in ink; late Proposals will not be accepted;
- Proposals by fax will not be accepted;
- Partial Proposals are not accepted;
- The City reserves the right to accept or reject any or all Proposals;
- The lowest priced proposal will not necessarily be accepted;
- The City reserves the right to enter into negotiations with a Contractor and any changes to the Proposal that are acceptable to both parties will be binding.



- The Proposals shall be valid for 30 (thirty) days from submission date.

## Questions

Any questions with respect to the specifications are to be directed to:

**Shelly Zubyck**  
Director of Corporate Services  
City of Temiskaming Shores  
325 Farr Drive  
Temiskaming Shores, ON P0J 1K0  
Phone: (705) 672-3363 ext. 4107  
Fax: (705) 672-3200  
[szubyck@temiskamingshores.ca](mailto:szubyck@temiskamingshores.ca)

## Current Benefits

The City is seeking a proposal for the administration of employee benefits. Benefits currently provided in detail, including policy documents may be requested by contacting Shelly Zubyck as per the information listed above.

Currently, the City has a premium based plan for benefits such as:

- Employee Basic Life and AD&D Coverage
- Dependent Basic Life
- Long Term Disability

All other benefits are paid based on actual usage (ASO Plan).

## Terms and Conditions

### Scope of Project

The successful bidder will focus on:

- Supporting and guiding the City's on-staff administrators
- Providing insights into current and future benefits trends
- Reviewing costs and plan usage data on a quarterly basis
- Advising on overall costs and services
- Soliciting industry quotes as required and when authorized

All services must be aimed at meeting the needs of the City over the term of this agreement, which may require short term and long term adjustments or strategies.

The successful firm will provide options for both a premium based plan, an ASO plan and/or a combination of both.



## **Term of Agreement**

The term of the agreement and the requirements hereunder shall be effective for a period of 3 years (3) years starting on October 1, 2018. The City reserves the right to extend the agreement under the same terms for a further two (2) years, on a year to year basis depending upon the quality of service, mutual agreement and annual premium negotiations.

## **Employee Agreements**

The current benefit package is included as part of both the City's Collective Agreement with CUPE Local 5014 members, as well as, the City's Agreement with management/non-unionized employees. As the benefits are a negotiable item, benefits must remain unchanged. For further details, please contact Shelly Zubyck, Director of Corporate Services.

## **Submittal Requirements**

Bidders are requested to submit the following information by the deadline stated in the invitation. All information listed below must be included.

- i) Broker's Business name, address, brief history, organizational structure, annual report.
- ii) Description of past and/or current assignments (include contact names and telephone numbers).
- iii) Qualifications of the Broker's staff members. Include who will liaise with the Municipality.
- iv) Ability to provide services locally.
- v) Any other information which may be useful and relevant for the Municipality to better understand and evaluate the services provided by the Broker.
- vi) All documentation returned on behalf of the Broker must bear the appropriate and authorized signatures.
- vii) Any applicable on-line platforms that will be available to employees (IE: Submitting claims or predeterminations online).
- viii) Signed Conflict of Interest Declaration and Non-Collusion Affidavit.
- ix) Cost of Service.

## **Proposal Costs**

The City will not be liable for any costs incurred by the Bidders in the preparation of responses to the request for proposals.



## Proposal Evaluation Criteria

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals.

The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

City Proposal Evaluation Criteria			Maximum Total Points
	Weight	Points	
<b>Qualifications, Expertise and Performance on Similar Purchases</b> Past ability to complete transactions within timelines and budgets Stability and reputation of firm Qualifications of support staff Qualifications of senior staff / manager <p style="text-align: right;"><b>20%</b></p>	6 4 5 5	10 10 10 10	60 40 50 50
<b>Proposed Supplier Contact / Manager and Support Team</b> Past experience in directing / involvement with similar services Specialized expertise Understanding of proposed goods to be provided <p style="text-align: right;"><b>15%</b></p>	5 5 5	10 10 10	50 50 50
<b>Completeness and Schedule</b> Availability of key staff Demonstrated customer service program Methodology and Schedule for delivery of goods Quality assurance program Demonstrated how the firm will assist the City maintaining and servicing this unit <p style="text-align: right;"><b>25%</b></p>	5 5 5 5 5	10 10 10 10 10	50 50 50 50 50
<b>Price</b> Cost estimates are evaluated for completeness and lowest is scored 10 points, next 8 points, etc. If more than 5 proposals, then only 5 lowest Bids are to receive points, and the remaining higher prices will be given 0.25 points. Prices within a small differential will be scored as equal. <p style="text-align: right;"><b>40%</b></p>	40	10	400





**City of Temiskaming Shores**

**CS-RFP-002-2018**  
Employee Benefit Plan Brokerage Services

**NON-COLLUSION AFFIDAVIT**

I/ We \_\_\_\_\_ the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Company Name: \_\_\_\_\_

Authorized Person: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Signature: \_\_\_\_\_



**City of Temiskaming Shores**  
**CS-RFP-002-2018**  
Employee Benefit Plan Brokerage Services

**Conflict of Interest Declaration**

Please check appropriate response:

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

List Situations:

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

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Firm Name: \_\_\_\_\_

Bidder's Authorized Official: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

# THE CITY OF TEMISKAMING SHORES JANUARY - JULY 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

09-Aug-18

**SUMMARY - CAPITAL**  
**Revenues and Expenditures**  
**as at July 2018**

	2018 YTD			%
	Actual	Total Budget	Variance B/(W)	
<b>CAPITAL</b>				
<b>Revenues</b>				
Capital - General	112.6	4,142.3	(4,029.7)	-97.3%
Capital - Environmental	737.0	2,021.0	(1,284.0)	-63.5%
<b>Total Revenues</b>	<b>849.6</b>	<b>6,163.3</b>	<b>(5,313.7)</b>	<b>-86.2%</b>
<b>Expenditures</b>				
Capital - General	1,223.0	4,142.3	2,919.3	70.5%
Capital - Environmental	1,579.4	2,021.0	441.6	21.9%
<b>Total Expenditures</b>	<b>2,802.4</b>	<b>6,163.3</b>	<b>3,360.9</b>	<b>54.5%</b>
<b>Net Position Capital</b>	<b>(1,952.8)</b>	<b>0.0</b>	<b>1,952.8</b>	<b>0.0%</b>

**GENERAL CAPITAL**  
**Revenues & Expenditures**  
**as at July 2018**

Department	Project	2018			%	G	Y	R
		Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>	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				
<b>Total Revenues</b>		<b>112.6</b>	<b>4,142.3</b>	<b>(4,029.7)</b>				
<b>EXPENDITURES:</b>								
<b>Corporate Services:</b>	DTSSAB Housing Project	5.6	32.9	27.3		X		
<b>FEMS:</b>	SCBA Replacement	265.6	265.6	0.0	100%	X		
	Washer-Extractor for PPE	7.8	8.5	0.7	100%	X		
<b>Property Mtnce:</b>	NL Cemetery Building Upgrades		25.0	25.0				
	PFC Upgrades	17.9	1,000.0	982.1	50%	X		
	NL Library Relocation	6.5	50.0	43.5	50%	X		
	Accessibility Upgrades Engineering	1.6	100.0	98.4	50%			
<b>Public Works:</b>	2018 Roads Program		1,085.7	1,085.7	95%	X		
	Elm Street Resurfacing	33.0	35.0	2.0	100%	X		
	Ditching Program for Future Resurfacing		25.0	25.0	50%	X		
	Traffic Impact Study	10.1	25.0	14.9	75%	X		
	NL Landfill Site Expansion	33.8	110.0	76.2	25%	X		
<b>Transit:</b>	Video Surveillance System		37.5	37.5				
	Transit Bus Motor Replacement	16.4	30.6	14.2	100%	X		
<b>Fleet:</b>	Sweeper	309.3	308.2	-1.1	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		
<b>Recreation:</b>	Splashpad		15.0	15.0	25%	X		
	Hlby Arena Lobby Floor Replacement		44.4	44.4	100%	X		
	Zero Turn Lawnmower	16.2	16.2	0.0	100%	X		
	Playground Equipment Program - Shaver Park	48.5	50.0	1.5	100%	X		
	Groomer	3.2	3.2	0.0	100%	X		
	Land Acquisition (ARIO)	20.3	20.3	0.0	100%	X		
<b>Total Expenditures</b>		<b>1,223.0</b>	<b>4,142.3</b>	<b>2,919.3</b>				

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

	2018			%	G	Y	R
	Actual	Budget	Variance B/(W)				
<b>REVENUES:</b>							
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				
<b>Total Revenues</b>	<b>737.0</b>	<b>2,021.0</b>	<b>(520.1)</b>				
<b>EXPENDITURES:</b>							
TS Infrastructure Upgrades (Gray Rd)	748.5	800.0	51.5	90%	X		
North Cobalt Water Stabilization	3.7	75.0	71.3	100%	X		
NL WTP Upgrades	715.9	761.0	45.1	90%	X		
Hlby WTP Sedimentation Tank Rebuild		110.0	110.0				X
Hlby STP Effluent Quality Issues	83.1	70.0	(13.1)	50%	X		
Beach Garden Sewer Upgrades		80.0	80.0	25%	X		
Niven Street Pump Refurbishment & Repair	28.2	125.0	96.8	50%	X		
<b>Total Expenditures</b>	<b>1,579.4</b>	<b>2,021.0</b>	<b>441.6</b>				

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**Subject:** Appointment of Volunteer Firefighters

**Report No.:** PPP-005-2018

**Agenda Date:** August 14, 2018

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### **Attachments**

None

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-005-2018; and
2. That Council hereby appoints David Acland, James Dewar, and Marc Lalonde as a Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the *Recruitment and Retention Program*.

### **Background**

In an effort to fill vacancies within the department at Station #1 and Station #3, and to help ensure adequate staffing levels are maintained, the Department is seeking to fill two Volunteer Firefighter's positions at Station #1, and one Volunteer Firefighter's position at Station #3.

### **Analysis**

Section 4.02 of Schedule "A" to By-law 2008-030, being the Fire Department Establishing and Regulating By-law for the Temiskaming Shores Fire Department, states that for the purposes of ensuring adequate staffing, twenty (20) shall be used as a guideline for the minimum number of firefighters per District Station and in no case shall the number of firefighters per District Station exceed twenty-five (25).

Based on the identified need to fill vacancies at Station #1 and #3, interviews with the candidates were conducted by the Station Officers' and the Fire Chief. Subsequently a recommendation from the District Chief of Station #1 and #3 were provided to the Fire Chief requesting consideration of the appointment of David Acland, James Dewar, and Marc Lalonde as a Volunteer Firefighters to the Temiskaming Shores Fire Department.

The candidates being recommended have demonstrated a strong desire to be a member of the Temiskaming Shores Fire Department team. This coupled with their work experience, make them excellent candidates for the position they are being recommended.

Based on the above, I am pleased to recommend David Acland, James Dewar, and Marc Lalonde as Volunteer Firefighters to the Temiskaming Shores Fire Department in accordance with the Recruitment and Retention Program.

**Financial / Staffing Implications**

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

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

Financial implications include the provision of appropriate Volunteer Firefighter Honorariums which have been included in the 2018 Fire and Emergency Management Services Operational Budget. All costs associated with the appointment would include the provision of dress uniforms and protective equipment that would be drawn from the fire departments 2018 and 2019 operational budgets.

Staffing implications associated with the proposed appointment are limited to normal administrative functions and duties, and the requirement to fill vacant positions within the fire department. Adequate staffing levels are established based on availability and the ability of fire department personnel to respond.

Current fire station staffing levels are as follows:

- 23 members Station #1.
- 24 members Station #2, and
- 23 members Station #3.

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



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**Subject:** Amendment to By-law No. 2008-136  
- Firefighter Service Fee Policy

**Report No.:** PPP-006-2018  
**Agenda Date:** August 14, 2018

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## **Attachments**

**Appendix 01:** Firefighter Service Fee Policy

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-006-2018;
2. That Council approves the proposed amendments to the Firefighter Service Fee Policy as outlined in Appendix 01 hereto attached; and
3. That Council directs staff to prepare the necessary by-law to amend By-law No. 2008-136 based on the proposed amendments for consideration at the August 14, 2018 Regular Council meeting.

## **Background**

On October 21, 2008 Council passed By-law No. 2008-136, being a By-law to adopt a Firefighter Service Fee Policy for the City of Temiskaming Shores.

## **Analysis**

On October 21, 2008 Council passed By-law No. 2008-136, being a By-law to adopt a Firefighter Service Fee Policy for the City of Temiskaming Shores.

The purpose of the policy was to outline the occasions and establish rates for remuneration when the City of Temiskaming Shores will provide remuneration to Volunteer Firefighters of the Temiskaming Shores Fire Department for services provided outside of normal or routine fire ground operations and time frames. The policy has also permitted Incident Commanders to release Volunteer Firefighters from emergency scenes as soon as possible thereby reducing the burden to our local employers who employ many of our Volunteer Firefighters.

At the July 19, 2018 Protection to Persons and Property Committee meeting, the committee reviewed the policy including the nature of the operations outlined in the policy, and the remuneration established for carrying out the operations specified. The Committee provided direction to staff regarding the remuneration of Volunteer Firefighters for services provided under By-law No. 2008-136 and requested that staff

present an Administrative Report to Council at the August 14, 2018 Regular Council meeting.

The Committee is recommending that the remuneration for Bush Fires be increased from \$20 per hour to \$45 per hour; Fire Investigations from \$15 per hour to \$30 per hour; and Fire Watch from \$15 per hour to \$30 per hour.

### **Financial / Staffing Implications**

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

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

The 2018 Budget includes these fees as part of the Fire Ground Operations (Budget of \$3,000). In many situations, the City is able to charge-back for some of these costs.

### **Alternatives**

Other alternatives include not increasing the remuneration paid or changing the amount of remuneration being recommended.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2008-136**  
**Being a by-law to adopt a Firefighter Service Fee**  
**Policy for the City of Temiskaming Shores**

**Whereas** at the October 7, 2008 Council-in-Committee Meeting, Council of The Corporation of the City of Temiskaming Shores reviewed Administrative Report No. FEMS-17-2008 regarding the adoption of a Firefighter Service Fee Policy and adopted a Recommendation endorsing the proposed policy and directing staff to prepare the necessary by-law to adopt the said policy;

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

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

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

**And whereas** the Council of The Corporation of the City of Temiskaming Shores deems it necessary to adopt a Firefighter Service Fee Policy for the City of Temiskaming Shores;

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

1. That council for the City of Temiskaming Shores adopts a Firefighter Service Fee Policy identified as Schedule "A", hereto attached and forming part of this by-law;
2. That the said by-law will come into force and effect on the day of its final passing; and
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of October, 2008.

---

Mayor

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Clerk



Schedule "A" to

**By-law No. 2008-136**

***"Firefighter Service Fee Policy"***

**Index**

<b>Section</b>	<b>Subject</b>	<b>Page</b>
Section 1	Purpose	1
Section 2	Definitions of Words and Phrases	1
Section 3	Policy	2
Section 4	Rates of Remuneration	3

## **SECTION 1 - PURPOSE**

The purpose of this policy is to outline the occasions and establish rates for remuneration to Volunteer Firefighters of the Temiskaming Shores Fire Department when services are provided outside of normal or routine fire ground operations and time frames.

## **SECTION 2 – DEFINITIONS**

The words and phrases defined in this section have the following meaning for the purposes of this policy.

**“Approved”** means approved by the *Fire Chief* for the City of Temiskaming Shores.

**“Bush Fires”** means bush fire suppression and *overhaul* activities;

**“Corporation”** means the Corporation of the City of Temiskaming Shores;

**“Council”** means the *Council* of the Corporation of the City of Temiskaming Shores;

**“Department”** means the Temiskaming Shores Fire Department;

**“Fire Chief”** means the person appointed by *Council* to act as *Fire Chief* for the *corporation* and is ultimately responsible to *Council* as defined in the Fire Protection and Prevention Act;

**“Fire Investigation”** means to determine the origin and cause of fires and taking appropriate actions.

**“Fire Watch”** means to reduce or eliminate the risk of re-ignite or re-ignition of fires at any structure and to maintain security and safety of the scene.

**“Overhaul”** means searching for and extinguishing hidden or remaining fires; protecting the scene & preserving evidence of the fire's origin.

**“Volunteer Firefighter”** means a *firefighter* who provides *fire protection* services either voluntarily or for a nominal consideration, honorarium, training or activity allowance.

## **SECTION 3 - POLICY**

3.01 The *Fire Chief* shall approve all requests for *Volunteer Firefighter* services to be provided under this policy.

3.02 The following represents situations where *Volunteer Firefighters* will be remunerated for providing *approved* services that extend beyond normal fire ground or operational times frames:

a) *Bush Fires*

b) *Fire Investigation*

c) *Fire Watch*

- 3.03 In situations where *Volunteer Firefighter* services may be required as outlined in 3.02 above, the District Chief or Deputy District Chief shall contact the *Fire Chief* or his/her designate to request approval to provide the services.
- 3.04 From the information provided by the District Chief or Deputy District Chief, or from attendance at the scene, the *Fire Chief* shall determine if services are required outside of normal or routine fire ground operations and time frames.
- 3.05 The District Chief and/or his/her designate will be responsible to ensure that an accurate record of the *Volunteer Firefighters* providing the service, the dates along with their hours of work are recorded, and that a City of Temiskaming Shores Expense Statement is submitted for each *Volunteer Firefighter* to the *Fire Chief* within thirty (30) days of the date of the service being provided for remuneration.
- 3.06 The *Fire Chief* will be responsible to review and sign each expense statement submitted, and forward it to the Corporate Services Department for processing.
- 3.07 The *Fire Chief* will be responsible to ensure provisions are made in the Fire and Emergency Management Services operational budget for remunerations made under this policy.
- 3.08 *Volunteer Firefighters* shall be remunerated at the rates established in Section 4.0.

#### **SECTION 4 - RATES OF REMUNERATION**

- 4.01 *Bush Fires* - ~~\$20.00~~ **\$45.00** per hour for each Volunteer Firefighter.
- 4.02 *Fire Investigations* - ~~\$15.00~~ **\$30.00** per hour for each Volunteer Firefighter.
- 4.03 *Fire Watch* - ~~\$15.00~~ **\$30.00** per hour for each Volunteer Firefighter.



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**Subject:** 2017 Annual Fire Department Report

**Report No.:** PPP-007-2018

**Agenda Date:** August 14, 2018

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## **Attachments**

**Appendix 01** – 2017 Annual Report

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PPP-007-2018 and more specifically Appendix 01 - 2017 Annual Report for the Temiskaming Shores Fire Department for informational purposes.

## **Background**

By-law No. 2005-001 as amended, being a by-law to establish, govern and regulate the Temiskaming Shores Fire Department not only continues to provide direction and guidance with the development of a strong coordinated response to all requests for assistance from the residents of Temiskaming Shores, but also requires the Fire Chief to prepare and present the Annual Report for the Fire Department to Council.

## **Analysis**

The annual report being presented to Mayor and Council not only highlights the emergency responses that the Department responded to in 2017, but will also provide Council with a snapshot of the activities of the Department over a ten-year period.

In 2017 the Temiskaming Shores Fire Department responded to 111 emergency calls for assistance versus 103 calls in 2016. The majority of these responses included fire related type emergencies, fire alarm and carbon monoxide alarm activations. Also included is information that will show comparisons to the emergency responses with regard to dollar loss incidents. Of the 111 emergency responses identified, approximately 63 of the responses were to residential occupancies which indicate that we need to continue to target prevention and educational activities towards these types of occupancies.

Other than three large loss fires over the past ten years, dollar loss estimates have remained fairly consistent, with 2016 being the lowest year for fire related losses during the last ten years. This is a solid re-enforcement that the programs and initiatives such as fire prevention, public education, pre-fire planning, and training can and do lessen the effects of natural and man-made disasters, because they prevent some fires and limit the damage that fire and other emergencies can cause.

### **Financial / Staffing Implications**

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

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

Financial support from Municipal Council and the budget process continues to recognize the true value of the service being delivered. The volunteer and full-time fire department staff in the City of Temiskaming Shores continues to be a tremendous asset to the residents of the City.

Firefighter health and safety, training, Firefighter PPE, fire stations, and vehicle replacement will continue to be the main concerns and issues for the 2018 and future year's budgets.

Existing staffing levels of Volunteer Firefighters remain constant and sufficient; however routine assessment of the available volunteer compliment is undertaken to help ensure adequate response capabilities.

### **Alternatives**

No alternatives were considered in the preparation of the report.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Timothy H. Uttley  
Fire Chief

\_\_\_\_\_  
Tammie Caldwell  
Acting City Manager

# TEMISKAMING SHORES FIRE DEPARTMENT ANNUAL REPORT 2017





# TABLE OF CONTENTS

Message from the Chief	2
Primary Responsibilities	3
Distribution of Personnel	3
Service Award Recipients	4
Retirements/Promotions/New Recruits	5
Fire Stations and Apparatus Deployment	5
Type of Incident Responses	6
Emergency Responses by Occupancy/Time of Day	8
Emergency Response Calls/Dollar Loss Comparison	9
Fire Events	10
Training Division	13
Fire Prevention Division	14
Maintenance Division	17
Non-Emergency Responses	18
5 Year Capital Outlook	18
Emergency Management Services	20

## FIRE CHIEF'S MESSAGE

To Mayor Carman Kidd and Members of Council:

On behalf of all the men and women of the Temiskaming Shores Fire Department, I am pleased to submit our annual report for 2017.

The report offers an insight into the efforts and achievements that the department has accomplished in the past year. The report also allows its readers to gain an understanding of the services we offer to our citizens.

I am extremely proud of the 70 men and women who comprise our department. They are a highly dedicated, efficient, and skilled group of individuals who work in five divisions to form our team. They consistently strive to offer a service that our City can be very proud of.

In 2017 the Temiskaming Shores Fire Department responded to 111 calls for service, up from 103 responses in 2016. Calls for services included assistance responses from other stations, mutual aid responses, and responses to the Township of Harris. Fire losses for the City of Temiskaming Shores in 2017 totaled \$592,500 and there were no fire related injuries or fire deaths.

One of the main focus areas of the department is the delivery of fire and life safety education to our citizens. Our fire prevention staff continues to be an integral part of the fire department's team, working to ensure all buildings are safe for owners, tenants, and neighbours by conducting fire safety inspections for code compliance, educating businesses, homeowners, and other groups on fire safety matters. Targeted public fire safety education has been designed to increase knowledge and to help develop or change the attitudes and behaviours of all residents regarding fire safety. We will continue to focus on innovative ways to prevent fires and educate the public to better prepare themselves and their families when disaster strikes.

Training is the backbone of any fire department. Through the efforts and commitment of everyone involved in the training program, our department continues to produce a well-prepared force. The department's training program helps to ensure that our members are trained and competency is maintained to effectively, efficiently, and safely execute all responsibilities consistent with the department's mandate. I take great pride in the dedication and commitment of all our firefighters to the training program.

The Fire Department remains very active, efficient, and effective. This is possible because of the tremendous support we receive from Mayor and Council, the City Manager, the cooperation we receive from our city departments, and other governmental agencies. Our strength as a fire department is the men and women who serve the citizens of the City of Temiskaming Shores with pride and dedication.

In closing, I am honoured to serve as Fire Chief for the City of Temiskaming Shores and blessed to be able to serve in this capacity and lead such a dedicated organization.

*"Proudly Serving Our Community"*

Sincerely,



**Timothy H. Uttley, CEMC**  
Fire Chief



## THE TEMISKAMING SHORES FIRE DEPARTMENT'S PRIMARY RESPONSIBILITIES INCLUDE:

- Ensuring the protection of property and the safety and well-being of the citizens of Temiskaming Shores.
- Providing comprehensive fire, life safety and rescue services.
- Providing public education and safety information in fire prevention and related matters.
- Fulfilling all legislative responsibilities governing the operation of the Fire Department as required under the Fire Protection and Prevention Act, the City of Temiskaming Shores Establishing and Regulating By-law, and any other applicable Acts and By-laws.

## DISTRIBUTION OF PERSONNEL

### ADMINISTRATION

<u>Fire Chief/CEMC (full-time)</u>	<u>01</u>
<u>Fire Prevention Officer (full-time)</u>	<u>01</u>
<u>Training Officer (full-time)</u>	<u>01</u>

### STATION TWO (New Liskeard)

<u>District Chief</u>	<u>01</u>
<u>Deputy District Chief</u>	<u>01</u>
<u>Captains</u>	<u>05</u>
<u>Firefighters</u>	<u>17</u>

### STATION ONE (Haileybury)

<u>District Chief</u>	<u>01</u>
<u>Deputy District Chief</u>	<u>01</u>
<u>Captains</u>	<u>05</u>
<u>Firefighters</u>	<u>16</u>

### STATION THREE (Dymond)

<u>District Chief</u>	<u>01</u>
<u>Deputy District Chief</u>	<u>01</u>
<u>Captains</u>	<u>04</u>
<u>Firefighters</u>	<u>17</u>



# FIREFIGHTER'S APPRECIATION DINNER & AWARDS BANQUET

## 2016 SERVICE AWARD RECIPIENTS

<b>5 YEAR RECIPIENTS</b>	<b>20 YEAR RECIPIENTS</b>
Firefighter Raymond Brazeau <small>5-year Service Award</small>	Firefighter Garrett Hunting <small>Exemplary Service Medal/20-year Service Award</small>
Firefighter Tim Goodyear <small>5-year Service Award</small>	
Firefighter Justin Breault <small>5-year Service Award</small>	
<b>10 YEAR RECIPIENTS</b>	<b>25 YEAR RECIPIENTS</b>
Firefighter Rheal Allard <small>10-year Service Award</small>	Firefighter Ronald Brazeau <small>Long Service Medal/25-year Service Award</small>
	Captain Yvon Desjardins <small>Long Service Medal/25-year Service Award</small>
	Captain Mark Manners <small>Long Service Medal/25-year Service Award</small>
<b>15 YEAR RECIPIENTS</b>	<b>30 YEAR RECIPIENTS</b>
Deputy District Chief Gaston Beaubien <small>15-year Service Award</small>	
Captain Kyle Brown <small>15-year Service Award</small>	
Captain Sean Goddard <small>15-year Service Award</small>	
<b>RETIREEE RECIPIENTS</b>	<b>35 YEAR RECIPIENTS</b>
Rheal Laforest <small>(Retirement Watch – March 1986 – February 2017)</small>	
Derek Knott <small>(Retirement Watch – February 2003 – February 2017)</small>	
Kevin Dufresne <small>(plaque – June 2015 – March 2017)</small>	



## 2017 NEW RECRUITS

Kevin Plante  
Brian Teal  
Matthew Bruni  
Catlin Campbell  
Adam Ranger  
Bryce Thompson

## 2017 RETIREMENTS

Rheal Laforest (March 1986 – February 2017)  
Derek Knott (February 2003 – February 2017)  
Kevin Dufresne (June 2015 – March 2017)  
Bryce Thompson (April 2017 – June 2017)

## 2017 PROMOTIONS

Gaston Beaubien, District Chief

## FIRE STATIONS AND APPARATUS DEPLOYMENT

### Fire Station 1 – 468 Georgina Ave.

Unit 1 – Pumper	2000 GMC
Unit 2 – Pumper	1989 Ford
Unit 3 – Rescue	2017 International
Unit 4 – Tanker	2001 International

### Fire Station 2 – 28 Wellington Street

Unit 6 – Pumper	2003 Freightliner
Unit 7 – Pumper/Tanker	2012 Freightliner
Unit 8 – Rescue	1994 GMC

### Fire Station 3 – 181 Drive-In Theatre Road

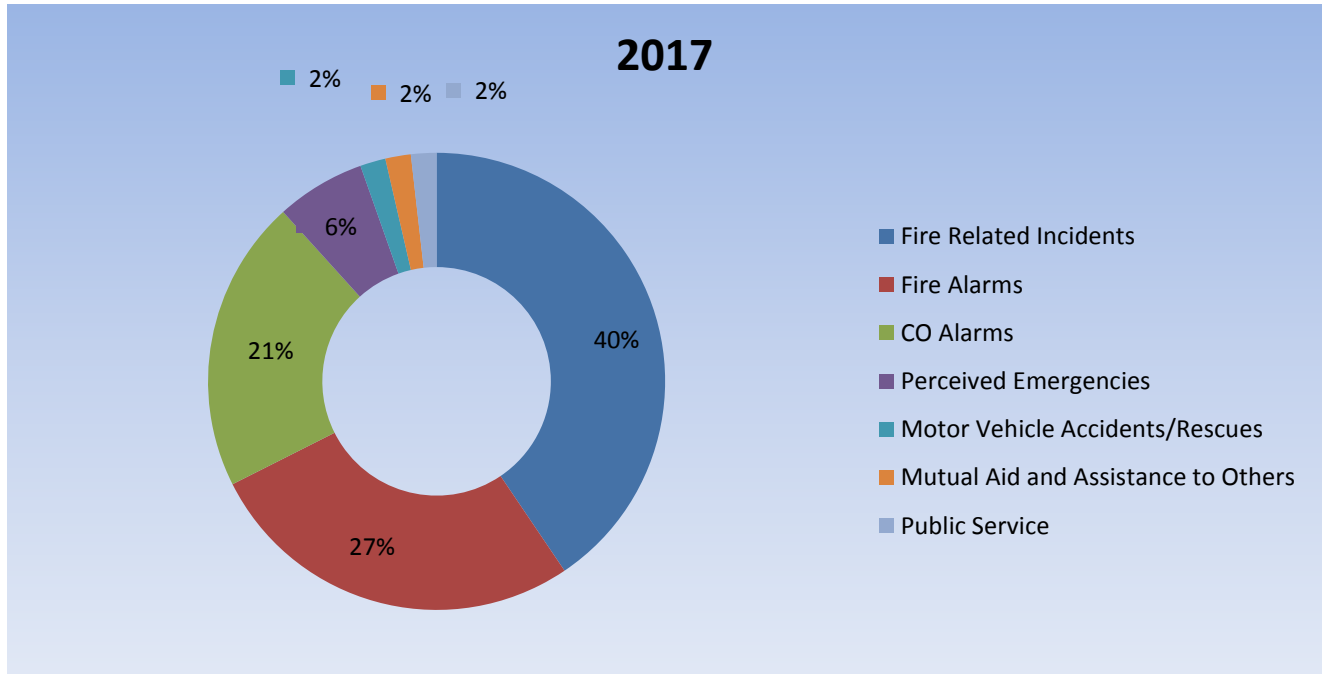
Unit 9 – Rescue	2008 GMC
Unit 10 – Pumper	2015 International
Unit 11 – Pumper/Tanker	2003 International

### Administration – 181 Drive-In Theatre Road

Unit 13 – Fire Chief	2017 Chev
Unit 14 – Fire Prevention	2017 Chev



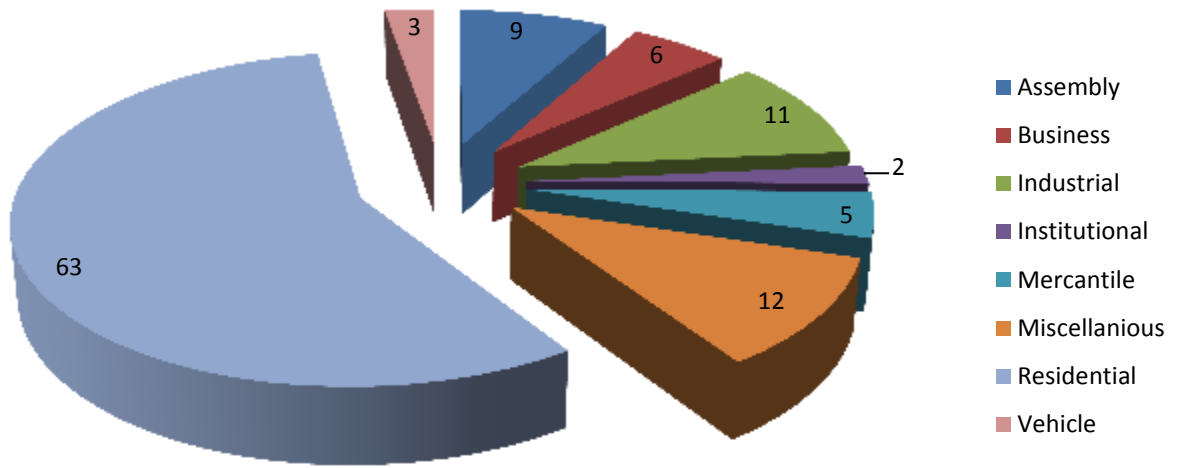
## 2017 TYPE OF INCIDENT RESPONSES



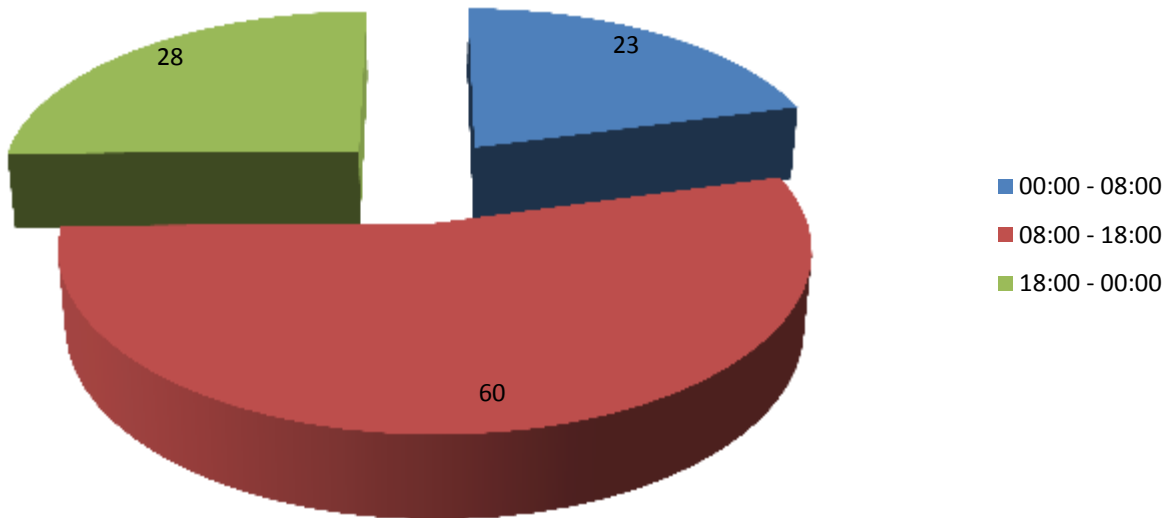
Response Type	# of Incidents	% of Total
Fire	15	13.51
No loss outdoor fire	4	3.60
Open air burning (unauthorized controlled burning)	4	3.60
Other Cooking/toasting/smoke/steam (no fire)	2	1.80
Other pre-fire conditions (no fire)	2	1.80
Alarm system equipment - malfunction	10	9.01
Alarm system equipment – accidental activation	9	8.11
Human – Malicious intent, prank	1	0.90
Human – perceived emergency	7	6.31
Human – accidental (alarm accidentally activated by person)	10	9.01
CO false alarm – perceived emergency (no CO present)	2	1.80

CO false alarm – equipment malfunction (no CO present)	16	14.41
CO Incident, CO present	5	4.50
Other false fire call	4	3.60
Gas leak – natural gas	6	5.41
Gas leak - propane	1	0.90
Power lines down, arcing	3	2.70
Public hazard call false alarm	1	0.90
Other public hazard	1	0.90
Vehicle Extrication	1	0.90
Persons Trapped in Elevator	1	0.90
Electric shock	1	0.90
Assisting other FD: mutual aid	1	0.90
Assisting other FD: other	1	0.90
Call Cancelled on Route	3	2.70
<b>Total No. of Responses</b>	<b>111</b>	
<b>Estimated Total \$ Loss (Temiskaming Shores)</b>	<b>\$ 592,500</b>	
<b>Estimated Total \$ Saved</b>	<b>\$ 2,621,250</b>	
<b>Total Staff Hours Worked</b>	<b>1,206</b>	

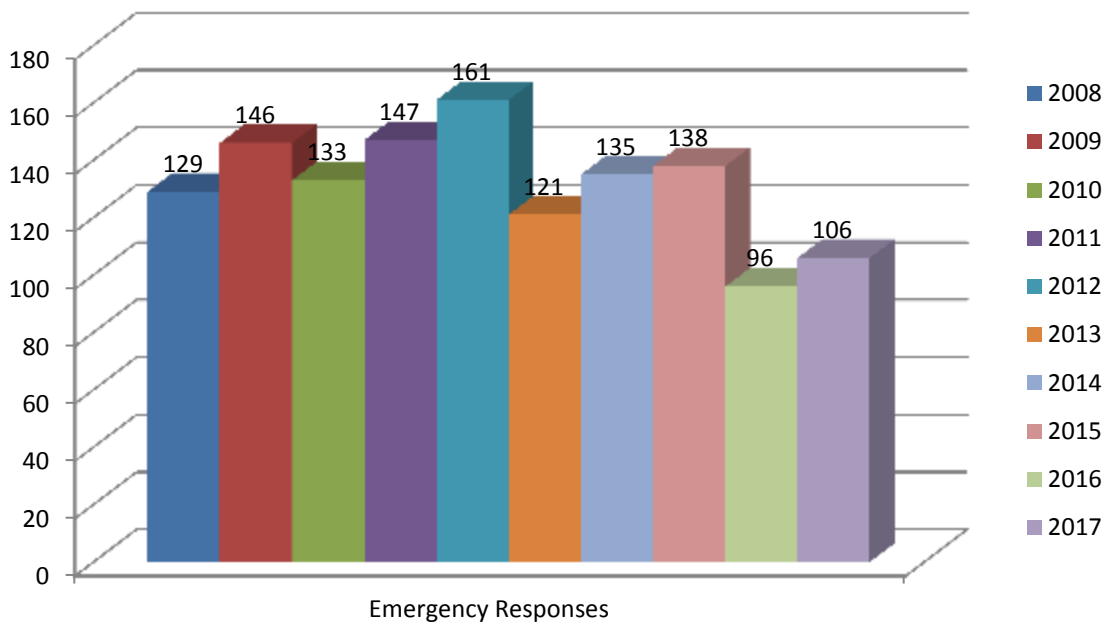
## EMERGENCY RESPONSES BY OCCUPANCY



## INCIDENTS BY TIME OF DAY

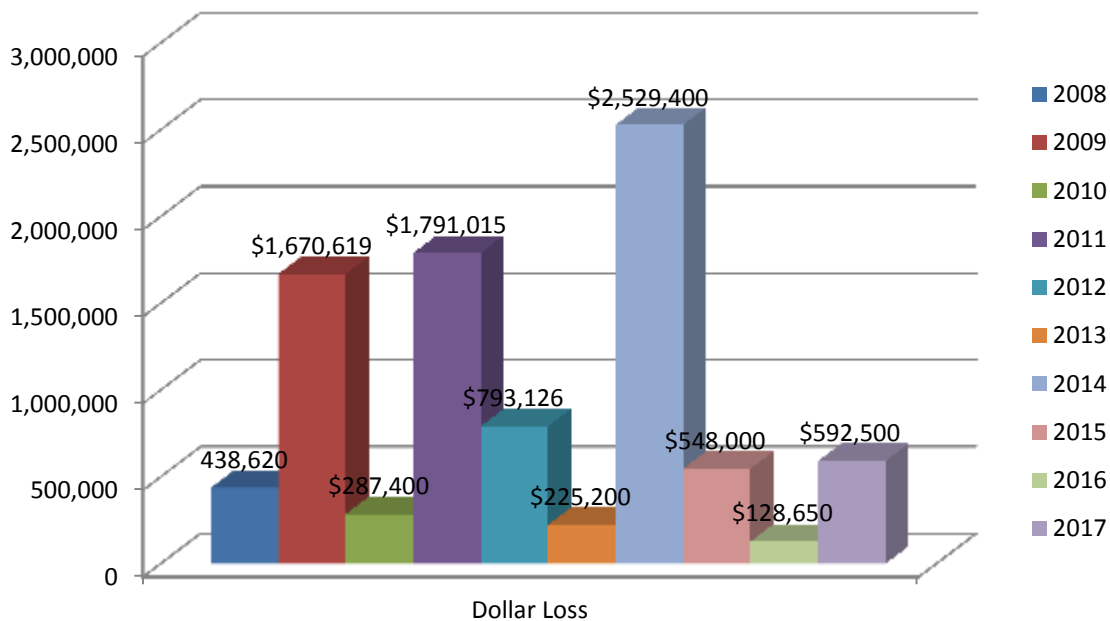


## EMERGENCY RESPONSE CALLS 2008 - 2017<sup>1</sup>



<sup>1</sup>Temiskaming Shores Only

## DOLLAR LOSS 2007 - 2016<sup>1</sup>



<sup>1</sup>Temiskaming Shores only, includes vehicle fires.

May 20, 2017 – Structure Fire, Blackwall Street



May 10, 2017 – Structure Fire, Blackwall Street



June 21, 2017 – Vehicle Fire, West Road



July 24, 2017 – Structure Fire, Kendall Street



September 23, 2017 – Structure Fire, Ferguson Avenue



November 10, 2017 – Structure Fire, Highway 11 Haileybury





## TRAINING DIVISION



Our Firefighters often face potentially life-threatening conditions and must be able to safely, quickly, and effectively react to those situations. The safety of our Firefighters, and our citizens who rely on them, largely depends on the quality of training and instruction they receive.

The City is fortunate to have a full-time Training Officer for the fire department. The inclusion of a full-time Training Officer into the fire department team has greatly assisted the department by providing support to our Volunteer Firefighters, ensuring that Firefighters receive the best value and quality training for the time they give up to participate in the training program.

Providing high quality training and instruction geared to current standards and legislative requirements is critical for our Firefighters to be able to meet the mission and goals set out to them while carrying out their responsibilities effectively and safely.



### 2017 TRAINING/MEETING SESSIONS

156 total sessions  
3,683 total staff hours

## FIRE PREVENTION DIVISION

- Enforcement of the Ontario Fire Code
- Enforcement of the Fire Protection and Prevention Act
- Fire Investigations
- Fire Safety Educational Programs
- School Fire Safety Education
- Retrofit Inspections
- Complaint and Request Inspections
- Open Air Burning Inspections and Approvals
- Investigation and Resolution of Inquiries and Complaints
- Fire Safety Plan Review and Approval
- Enforcement of Fire-related Municipal By-laws
- Inspection of Specialized Occupancies
- Inspections Related to Licensing and Premises for Liquor Licenses
- Development and Review of Risk Assessments

In accordance with the Fire Protection and Prevention Act, 1997, Municipalities are responsible for the provision of fire protection services within their areas of jurisdiction. Provisions for public fire safety education and certain components of fire prevention are included as part of municipal responsibility for fire protection.

Fire protection can be organized based on 3 lines of defence:

### 1. **Public Education and Prevention**

Educating residents as a means for them to fulfill their responsibilities for their own fire safety is the best way to reduce the incidence of fire. Residents must be educated to take responsibility for their own fire safety and to take the steps necessary to prevent fires. For example, individuals are responsible for the safe use of candles, heating devices, cooking materials and procedures, smoking materials, etc.

### 2. **Fire safety standards and code enforcement:**

By ensuring that buildings have the required fire protection systems, safety features, etc., fire damage and casualties will be reduced. When it becomes obvious that voluntary compliance with recognized best practice is not taking place, legislation has been enacted to require compliance (e.g. the installation of smoke alarms and the granted authority to penalize those who will not comply).

### 3. **Emergency response (suppression):**

Emergency response is the failsafe aspect for those times when fire does occur. Destructive fire cannot be eliminated totally - there will continue to be fires, whether accidental, deliberate or natural. In those cases, services must be available to respond and lessen the impact.

The Temiskaming Shores Fire Department remains committed to meeting the needs of our community by addressing the issues that affect fire safety, through effective utilization of available resources, and by ensuring the municipality continues to meet its legislative obligations.



## FIRE PREVENTION – MEETING OUR MANDATE

In 2017 the fire prevention division was again successful in meeting the mandate of the fire department and the demands of the community. The division was able to deliver an effective and efficient level of service throughout the city.

The ever-expanding role of the fire prevention division includes fire prevention, public education and fire investigation services. These initiatives are accomplished by enforcement of various codes and legislation, performing routine fire safety and compliant inspections, dealing with mandated code compliance issues, enforcing municipal by-laws, issuing and approval of various permits, and the review of various construction plans.

On a regular basis, the fire prevention division is also responsible to assist with conducting fire investigation, general inspections, retrofit inspections, inspections for licensing, the review of fire safety plans, public education and the investigation of complaints. Many other inspections are conducted at the request of law firms, mortgage companies, day care centres, lodging homes and those needing liquor licenses.

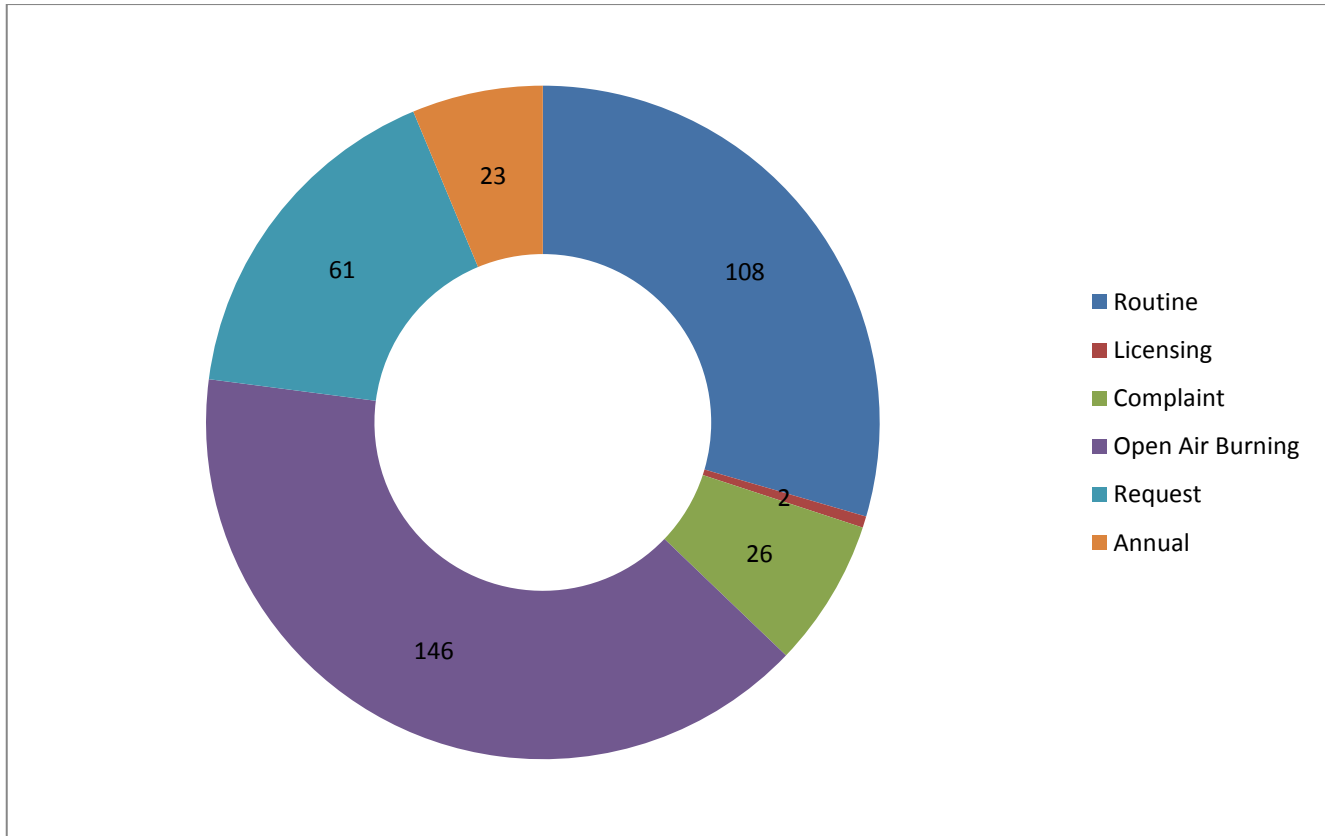
Our fire prevention officer is committed to educate owners of their responsibilities under the Ontario Fire Code. Every effort is made to help and assist owners gain compliance. There are times however, when owners refuse or fail to comply. In these instances, staff may issue provincial offence tickets or pursue matters in Provincial Offences Court.

Fire safety planning is also an important function of the fire prevention division. Fire Safety Plans provide instructions and procedures for dealing with the various aspects of fire safety relating to a specific building or property. When designed and implemented correctly, they can significantly reduce the incidents and impact of fire to improve fire safety in their facility. With this in mind, our fire prevention officer assists owners with this responsibility.

In an effort to help ensure that the minimum standard of fire and life safety is maintained throughout the City of Temiskaming Shores, the fire prevention division conducted approximately 312 inspections of numerous types of building occupancies including assembly, institutional, residential, business, mercantile, and Industrial to help make certain that building owners were complying with the requirements of the Ontario Fire Code. Routine Fire Code inspections of restaurants, schools, group homes, public halls were also completed.



## 2017 INSPECTIONS BY REASON



## CODE ENFORCEMENT

Municipalities are responsible for inspections of properties when a complaint is received regarding the fire safety of a property; or when a request is made to assist a property owner or occupant to comply with the Fire Code.

In addition to the above, Council passed by-law 2015-194 being an amended Fire Prevention Policy for the fire department. This policy establishes policies and procedures in addition to those established by the Fire Protection and Prevention Act.

## PUBLIC EDUCATION

The Fire Protection and Prevention Act require municipalities to establish a program, which must include Public Education.

The Temiskaming Shores Fire Department continues to actively promote fire prevention in our community, however much work remains to be done. Fire prevention encompasses a broad range of activities with objectives intended to reduce loss of life and property resulting from fire. One aspect to this, as indicated earlier, relates to inspections and code enforcement, while another and equally important aspect relates to public fire safety education.





Currently the Fire Prevention Officer handles both fire prevention inspections, and fire safety education programs, with support from Volunteer Firefighters. The fire prevention division has the ongoing task of promoting fire safety within our community. Fire safety programs and messages encompass a broad range of issues. The programs and messages promote fire safety practices to the public at large, and also are directed at individuals for purposes of reinforcing fire safety behaviours that affect persons individually.

Quite often there are specialized messages for specific groups that have demonstrated special fire safety needs. These specialized messages are delivered through various programs put in place to target high-risk age groups. These programs and associated messages are used to develop positive behaviours, change negative behaviours and provide a constant, steady reminder of fire safety issues.

Fire safety presentations are an invaluable tool and allow the fire prevention division to provide fire safety information to many varying groups and organizations throughout the city such as: industry, students (elementary/secondary/post-secondary), group homes, senior homes to name a few. Throughout 2017 the fire prevention division delivered approximately 26 presentations to a variety of groups and agencies on fire safety.

In addition to the above, fire safety information was promoted by advertising through print, voice and media as well as through printed materials being distributed by fire department personnel.

To help to fulfill our responsibilities under the Fire Protection and Prevention Act the department utilizes a number of fire safety programs including the Alarmed for Life Program, the Older and Wiser Program, the TAPP-C Program (juvenile firesetter intervention program), and the FIRE SMART Program, which is a partnership with the Ontario Ministry of Natural Resources. As partners in prevention, we actively participate in distributing wildfire prevention information.

Certainly, without the support of all members of the fire department, and Council's commitment to the fire prevention program, we would not be able to show that our programs do make a difference in bottom-line effectiveness such as lowering rates of fires, deaths, injuries and/or dollar loss as well as changing fire safety attitudes, awareness and behaviours.

## MAINTENANCE DIVISION

"Constant readiness" of all equipment and personnel is essential in the effectiveness of a Fire Department. All equipment must be ready to operate at any time.

The Maintenance Division is responsible for routine maintenance of the fire stations, fire apparatus and support equipment. This division is also responsible for some minor repairs, preventive maintenance and coordinating the annual testing of fire department equipment and apparatus. Some of the major maintenance items that are not performed by fire department personnel include the annual certification of all apparatus, ladders and breathing apparatus. Municipal staff and private contractors perform these tasks.

Currently there is one Volunteer Maintenance Coordinator assigned at each of the three fire stations. Honourariums are provided for each Volunteer Maintenance Coordinator in the amount of \$ 700 per month.

## NON-EMERGENCY RESPONSES



The residents of our community have come to rely on the fire department to help and assist them for many non-emergency type events such as fire station tours, and public education activities. Other events also include, but are not limited to:

- Skating Carnivals
- Summerfest
- Fireworks Displays
- Parades
- Village Noel



Our Volunteer Firefighters are very dedicated to their community and their contributions help to support the many events that are important to the City of Temiskaming Shores. The members of our Fire Department continually demonstrate the value and benefits of helping their community and the positive impact their contributions have.

On behalf of our residents I would like thank all the members of the fire department for all their assistance throughout the year, and for their ongoing dedication to the City of Temiskaming Shores.

## 5 YEAR CAPITAL OUTLOOK

Through the City's Master Fire Plan Review Committee (MFPRC), City staff and Volunteers will be reviewing capital needs for the fire department over the next 5 - 10 years and will be making recommendations to Council highlighting the following:

- Infrastructure Costs: As equipment and apparatus change and evolve, and the demand for service increases, so does the demand on our fire stations. Costs to maintain our fire stations have and will increase over the next five years in order to ensure they can continue meet the

demands for the future. Currently review and discussions are focused on the Haileybury Fire Station. In order to continue to meet the needs of the department and community now and into the future will require significant capital expenditure over the next 5 years.

- Apparatus Costs: Over the next 5 years the following apparatus are scheduled for replacement:
  - 2018 – Pumper/Tanker – A new pumper/tanker is scheduled for replacement in 2018 which will replace a 1989 pumper and 2001 Tanker at Station #1 This would reduce the department's fleet requirements by one truck.
  - 2019 – A new Rescue Truck for Station #2 is scheduled for 2019 and will replace the current 1994 equipment van.

Costs for the replacement of apparatus have been built into the fleet replacement program for the City.

- Personal Protective Equipment: Staff currently is working to develop a 10-year equipment replacement program for the department. This would include all personal protective equipment including Self Contained Breathing Apparatus. It is anticipated this program will be reviewed and discussed during the 2019 budget discussions.

The Temiskaming Shores Fire Department has committed to being as fiscally responsible as possible but realizes this can only be done without sacrificing the safety of its members or the citizens we serve. As these issues become more and more pressing over the next decade the department will continue to take the steps necessary to evaluate and implement cost saving initiatives where possible and continue to offer the highest level of service as safely and cost effectively as possible for the firefighters and public we serve.



## EMERGENCY MANAGEMENT SERVICES



The City of Temiskaming Shores has developed a comprehensive emergency management program which has enabled the City to effectively help protect its citizens from the wide range of hazards that may threaten our area. The success of this program is built on strong partnerships within the emergency management community.

Each year, with assistance from the City's Emergency Management Program Committee, the Community Emergency Management Coordinator (CEMC) designs, coordinates and implements a wide variety of initiatives and ongoing activities. These activities are designed to

help ensure compliance with provincial legislation and to strengthen the Corporation's ability to prepare for, respond to, and recover from, major emergencies affecting the Corporation and the residents of Temiskaming Shores. Some of the key services the emergency management program provides are:

- Coordination of support for large-scale emergencies and disasters.
- Development, maintenance and execution of the City of Temiskaming Shores Emergency Plan.
- Liaison with local, county, provincial, and federal agencies and departments.
- Coordination with multi-jurisdictional exercises and training.
- Management of resources to assist responders and the affected population.
- Administration of provincial legislated requirements.
- Provide community education and training.

In 2018 we will continue to work on ways to improve our ability to respond to, recover from, and mitigate disasters that may affect the residents of Temiskaming Shores. Emergency preparedness is a team effort. With the ever-present threat of natural and human-caused disasters, the efforts of everyone will help ensure the successful and coordinated response to these events, and also demonstrate the ongoing commitment and dedication of City employees, community agencies and residents.

The City of Temiskaming Shores Emergency Management Team strives to build and maintain strong relationships with local emergency management partners and stakeholders. Ensuring trusted collaboration exists between local and regional stakeholders is critical in the planning and response to complex situations and disasters. These collaborative relationships are built upon and maintained through educational seminars, ongoing planning meetings, shared training and continued contact throughout the year.





# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director - Public Works  
**Date:** August 14, 2018  
**Subject:** Public Works Communications Plan - Draft  
**Attachments:** Draft Copy – PW Communications Plan c/w Template Appendices

---

Mayor and Council:

On February 6, 2018 the first draft of the Public Works Strategic Plans was presented to Council for information purposes and following a two week comment period, Council accepted the PW Strategic Plan with minimal changes to the initial draft on February 20, 2018.

Included in the Goals, Objectives and Actions portion of the Strategic Plan was the review of the current methods and practices related to communications within, and disseminating from, the Department and the development of a Public Works Communications Plan, in hopes of providing more effective and timely information to our stakeholders.

As outlined in the attached document, the Communications Plan establishes Goals, Objectives and Actions that deal with;

- strengthening the departments' ability to anticipate issues and prepare timely information;
- improve the process by which residents and stakeholders can connect with the department;
- improve dialogue with residents and stakeholders by boosting the departments awareness about what's taking place across the organization;
- provide for open communication and build quality customer service;
- improve the manner in which community engagement events are promoted and how feedback is obtained;
- boost awareness and understanding of local government process, policy and priorities;
- balance the use of formal communication with opportunities for informal dialogue; and
- ensure that all department messaging is sensitive to the reception and cultural needs of a diverse population.

The initial draft of the Communications Plan was shared with the Public Works Committee on April 19th and a follow-up Memorandum on the status of some of the Goals and Objectives of the Strategic Plan was provided to the Committee at the May 15<sup>th</sup> meeting as well, with no comments being received on the progress to date.

With Council's approval, the Department will implement the PW Communications Plan with a commitment to better connect with its residents, businesses, employees, the media, and

community and stakeholder groups and Municipal Council through consistent messaging and sustainable open and transparent communication.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

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G. Douglas Walsh  
Director of Public Works

"Original signed by"

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Christopher W. Oslund  
City Manager

# City of Temiskaming Shores Public Works Department Communications Plan

*More than Words:  
Listening, Understanding and Delivering*



August 2018

## Public Works Department Communications Plan

The Public Works Department is dedicated to maintaining and improving the quality of life in Temiskaming Shores. The Department will maintain superior infrastructure and service delivery with pride, respect and integrity.

### Introduction:

Effective communication is vital to the success of the Public Works Department and the well-being of the community including residents, businesses, Municipal employees, as well as community and stakeholder groups. Open and proactive communications ensure that Municipal employees and the public receive clear, relevant, timely and consistent information from the City and the Department. A well-managed communications plan strengthens public confidence in its local government, and results in increased resident and business satisfaction and high employee morale.

Proactive stakeholder engagement is the most effective way to communicate important City and Department initiatives and foster an atmosphere of community collaboration and ensure an open and transparent democratic process. The Department's Vision, Mission and Guiding Principles will guide the process of effective communication.

As outlined in the Departments Strategic Plan, one of the Guiding Principles is to be Open and Transparent and in being transparent "*We believe in the open exchange of ideas and information in an honest, respectful and civil manner, and strongly aspire for community informed design, engineering, and implementation of programs, projects and services.*" If the Department aligns its communications with our Guiding Principles we will communicate with integrity and earn the trust of our stakeholders.

The key to effective communication is to keep information relevant, accurate and current. It is important that every method used to communicate is done well. It must be honest, in plain language and it must be clearly branded as information from the Department

The Public Works Department Communications Plan will outline the goals and the work that needs to be done. It is by no means the end of a process; rather, it is the beginning of a process. From this plan will flow several plans for specific functions or activities as well as protocol for effective communication.

Each communication tool will need specific protocol attached to it to ensure that it meets the Department's needs, standards and criteria for appropriate communication.

### What is a Communications Plan?

In its simplest definition, a Communications Plan outlines who you need to communicate with, about what, how you're going to do it, and how often.

A Communications Plan is a policy-driven approach to providing stakeholders with information. The plan formally defines who should be given specific information, when that information should be delivered and what communication channels will be used to deliver the information.

An effective Communications Plan anticipates what information will need to be communicated to specific audience segments. The plan should also address who has the authority to communicate confidential or sensitive information and how information should be disseminated (email, websites, printed reports, and/or presentations). Finally, the plan should define what communication channels stakeholders will use to solicit their feedback and how communication will be documented and archived.

### Why does the Public Works Department need a Communications Plan?

Currently the City of Temiskaming Shores manages the corporate communication function using a distributed approach that places responsibility for communication activities directly in the hands of each department, with social media content distributed as required through the City's Facebook page. This approach is intended to ensure that the people who make decisions are the same people who speak to them (subject matter experts). The independence that accompanies this approach can, however, cause discrepancies across the organization including:

- inconsistent procedures,
- pockets of excellence that are not adopted corporately, and
- department focused messaging that overemphasizes the promotion of specific programs and services and underemphasizes organizational goals and objectives.

Additional irregularities may be attributed to the absence of corporately applied best practices in organizational communication and public engagement.

By implementing a Communications Plan, the Public Works Department will work to create an organizational culture that values open and two-way communication in how it listens to citizens, plans projects and undertakes tasks. Creating this culture requires staff understand how their roles – both individually and collectively – impact the City and the Department in communicating messages. Likewise, knowledge of how citizens wish to send and receive information, and with what frequency, must be recognized and supported.

But simply communicating and receiving information is not enough.

Building trust is a crucial element in creating the connections that lead to successful two-way communication, thus attention to how Council, staff and citizens relate to and understand one another's messages must be thoroughly considered. Similarly, as circumstances change, procedures and routines that once built understanding may now generate limited meaning, requiring the Department to recognize emerging trends and introduce new ways to connect with citizens, and in doing so, ignite open dialogue, mutual understanding and genuine confidence.

### Our Approach

The City of Temiskaming Shores Public Works Communication Plan is based on an organizational culture that is guided by the following principles that support effective municipal communication.

#### 1. Taking Responsibility

Every member of Council and department staff has a role to play in assisting the Department to listen to stakeholders and residents, incorporate feedback and communicate its message.

## 2. Informing Citizens

Make information available to stakeholders and residents in a timely fashion, using the channels they prefer.

## 3. Active Listening

Stakeholders and residents want to be heard – communicate information that acknowledges their concerns and input.

## 4. Measuring and Improving

Ensure City resources are used effectively and appropriately by regularly evaluating the information the Department sends out.

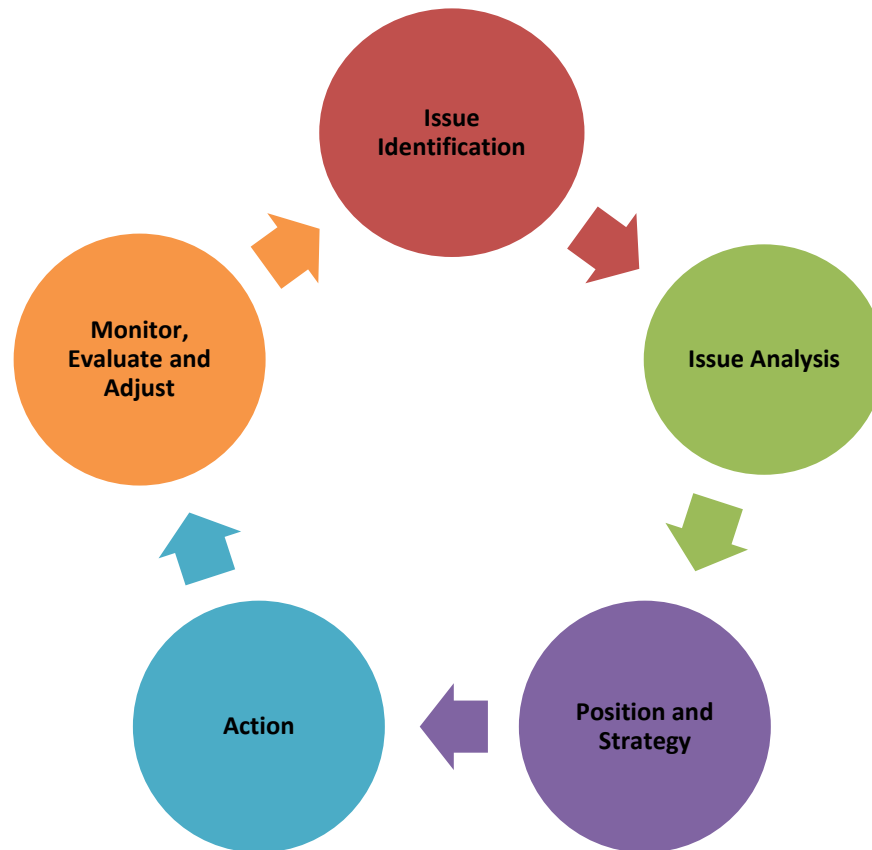
In preparation for the development of this Plan a review of current communication practices and local government best practices was carried out in areas that include;

- (a) Issue Management;
- (b) Enhanced Public Engagement; and
- (c) Public Awareness and Education.

### Issue Management

An issue's potential outcomes can have a significant impact on Temiskaming Shores regulatory burden, reputation and financial well-being. Well-handled issues present opportunities to build awareness and trust among key stakeholders in the City. When issues are handled incorrectly, the Municipality faces the very real risk of litigation, the loss of reputation and public acceptance and trust. The difference between taking advantage of opportunities and suffering additional costs lies in the timely identification and prioritization of issues and the development of appropriate responses to inform the final outcome.

The Public Works Department's Issue Management Strategy will capture both an "inside" analysis (i.e., as seen from Temiskaming Shores corporate perspective) and an "outside" analysis (i.e., as seen from the point-of-view of the public, media and external stakeholders). It ensures that potential issues are identified, and also recognizes linkages and ensures we take action to prevent crises from occurring.



In order to ensure that we are capturing the right issues and prioritizing them so they can be managed effectively, an Issue Management Team will be formed to deal with identified, department related, issues. The team will analyze the impact and urgency of potential issues in order to develop a set of priorities to manage the issues. These priorities, in turn, will inform and shape numerous decisions and responses.

As the Public Works Department begins to interact both internally and externally, more feedback and information will be gathered about the issue: the types of risks and opportunities; the identity and potential motives of protagonists and antagonists; and a finer understanding of what key stakeholders expect from the Department and the City.

A key challenge of issue management is to resolve the problem quickly and move on, with as little impact to the Municipality as possible. This strategy provides a structure for making decisions when issues arise.

It's also important to conduct a post-implementation review to evaluate and learn for future issues. The more that is learned about our issues, the better prepared we'll be for the next one. Some issues might occur again, so by recording what we've learned from previous initiatives, it will be easier for subsequent issue management teams to identify the issues and resolve them successfully. Other issues might be part of a risk pattern that can be proactively identified and managed with early risk assessment.

# Issue Management Strategy

Front line staff monitors and documents areas of public and media interest and reports daily to Director or delegate who will immediately research and report to City Manager (CM). If immediate action is required, the CM, in consultation with the Director, will become the Issue Management Team (IMT) and develop an Issue Management Briefing Note (BN).

Directors and Corporate Management Team regularly and strategically review upcoming projects and issues at the weekly meetings and in consultation with the CM, establish the IMT, develop a BN and the spokesperson is identified to address media requests.

IMT notifies Council and staff of issue and asks them to refer questions from public and media to Spokesperson.

IMT defines the issue and analyzes from both internal and external perspectives, predicts areas of public and media interest, and considers risk exposure, opportunity and core strengths to leverage.

IMT lists those who have an interest in the issue's outcome.

IMT defines desired outcome of managing the issue (operational objectives / Municipality's reputation).

IMT defines specific actions to achieve objectives (include resolution of issue and handling media requests).

IMT considers whether there will be public participation, or if issue requires dissemination of information only and considers best options to disseminate information to the Public, and all affected interest groups.

IMT creates an action chart showing actions, who's responsible and target dates.

City Manager approves Issue Management Plan.

IMT issues copies of the Issue Management Plan to Council and other individuals identified by the IMT.

IMT issues a notice or media release:  
3-8 key words; 3-4 points outlining history and current status of issue. Should not exceed 1 page!  
Ensure copies are sent to Council and all staff.

Spokesperson makes key positioning statements structured as follows:

- **empathy** for the situation
- what the Municipality **has done**
- what the Municipality **will do**

IMT monitors and makes appropriate adjustments or changes, if required.



## Public Engagement

Often, the public is uncertain about the role that it should play in local government's decision-making. As elected officials, Council members are legally responsible for municipal decisions on the understanding that Council will represent the interests and values of the community. Public engagement offers many benefits to both municipal staff and Council's decision-making process and is a key component of open and transparent governance. If decisions can be influenced, public engagement is appropriate.

For some residents, engagement is a form of empowerment as it allows the public to influence decisions. The Public Works Department will benefit immensely by providing frequent and more active opportunities for public engagement through the sharing of information, consulting, involving and collaborating on projects, policy development, strategies and plans for strategic developments and infrastructure upgrades. Public engagement includes any process that allows the public to be involved in problem-solving or decision-making and uses public input to help make decisions.

The City of Temiskaming Shores current engagement practices occur in two ways:

- engagement mandated by legislation (e.g., Public Hearings, Public Notice requirements, etc.), and
- other engagement (e.g., workshops, town hall meetings, etc.).

Public engagement should not be considered a singular approach that can be applied rigidly to all situations. The steps below will provide guidance to ensure the most important aspects of designing a public engagement process are addressed, while allowing for flexibility based on the issue. Once it is established that public participation should take place, it will need to be determined how to do so in a way that considers the needs of Council, the Department, residents, and other interested parties.

1. Determine who the decision-maker is, what the pending decision is, and who will be affected.
2. Decide if public engagement should be used (Will the public be significantly affected? Has Council made a previous commitment to public consultation on the issue? Are there unknown public perceptions and other information gaps? Is there controversy around the issue or decision?)
3. Determine the issues related to the decision for each affected party.
4. Determine the level of public engagement that is needed to help make a decision, and what to consult on.
5. Determine the type of public participation needed to suit the needs of participants.
6. Determine how public participation will support and link to the decision.
7. Determine how the results will be used.

(a) Guiding Principles

To confirm the City's commitment to public engagement, in every process, regardless of the scope, the following principles will be the foundation for public engagement activities.

<b>Authenticity</b>	The pending decision has not been made and Council commits to be influenced in the decision-making to a specific level that will be communicated in advance.
<b>Accountability</b>	Council will demonstrate that results and outcomes are consistent with the commitment to public participation that was made to stakeholder groups and the public at the outset of the initiative.
<b>Inclusiveness</b>	Council will make a reasonable effort to include stakeholder groups and the public affected by the pending decision.
<b>Transparency</b>	Council will ensure that stakeholder groups and the public that are affected understand the scope of the pending decision, decision process and procedures, and that any constraints on the decision-maker are known.
<b>Commitment</b>	Council will provide appropriate time to ensure that those involved can participate in a meaningful way.
<b>Integrity</b>	Council will address public and stakeholder group concerns in an honest and forthright way.

(b) Core Values of Public Participation

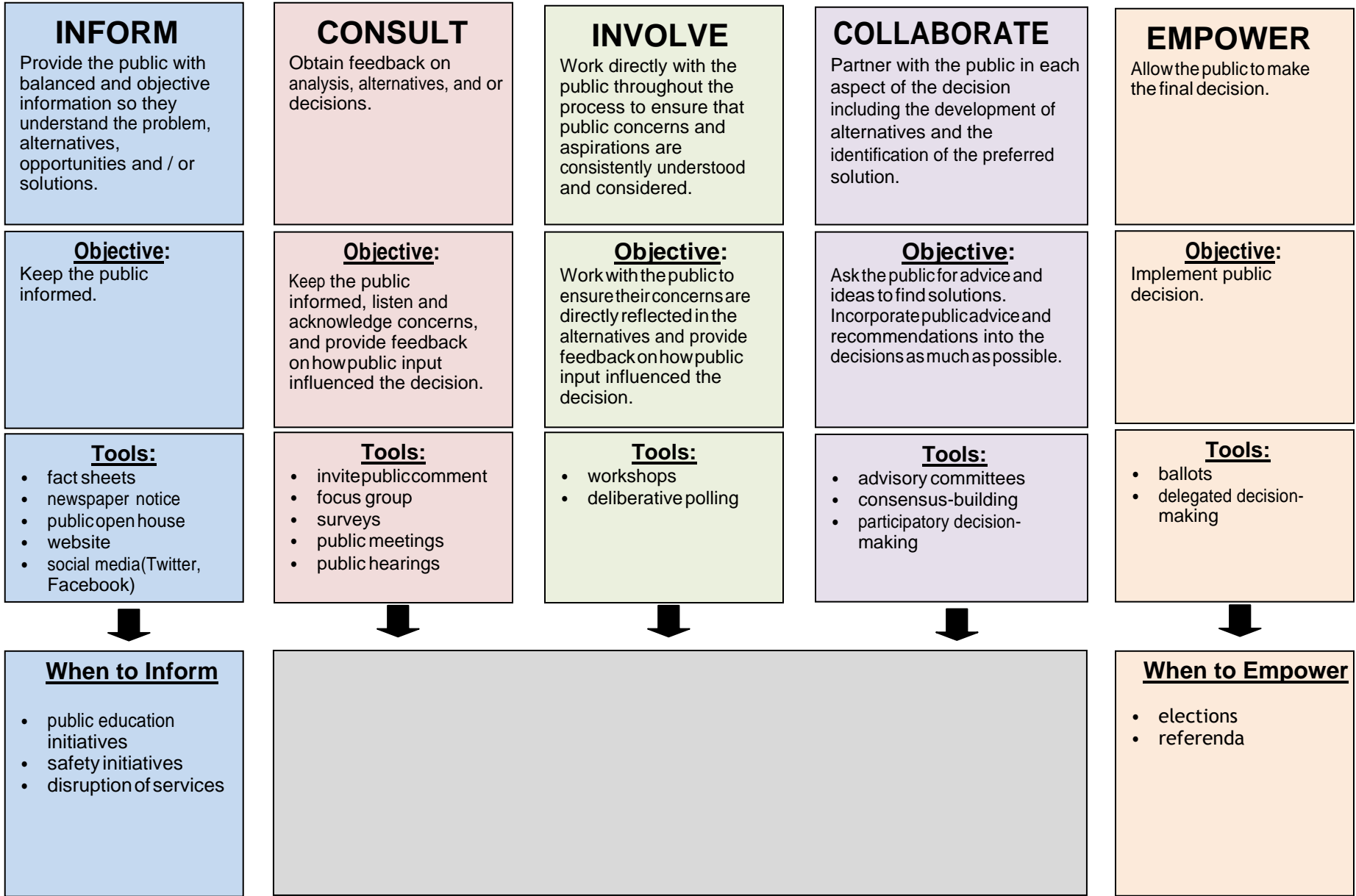
Although Council is elected to make decisions on behalf of Temiskaming Shores citizens, some of those decisions will benefit from additional public participation. The following set of core values will provide a solid platform for engaging the public, especially when additional public participation is required for a specific issue. Adoption of a statement of core values on public participation will assist the Department and Council in making better decisions that reflect the interests and concerns of the public, and will assist staff in the development and implementation of public participation processes.

1. Public participation is based on the belief that two-way communication between the City and the public provides opportunities for open and constructive dialogue.
2. Public participation is based on the belief that those who are affected by a decision have a right to be involved in the decision-making process.
3. Public participation is designed to respect the opinions of all those involved.
4. Public participation includes the promise that the public's contribution will be considered in the decision.
5. Public participation promotes sustainable decisions by recognizing and communicating the needs and interests of all participants, including decision-makers.
6. Public participation seeks out and facilitates the involvement of those potentially affected by or interested in a decision.
7. Public participation seeks input from participants on how they wish to participate.

8. Public participation provides the information that is necessary to participate in a meaningful way.
9. Public participation communicates to participants how their input has affected the decision.

Public engagement will provide opportunities to share ideas and values, and discover areas of mutual interest and concern. It will also identify potential and existing concerns and areas of conflict before they escalate. Ideally, an effective public engagement strategy will allow individuals and groups to build cooperative working relationships and mutual understanding.

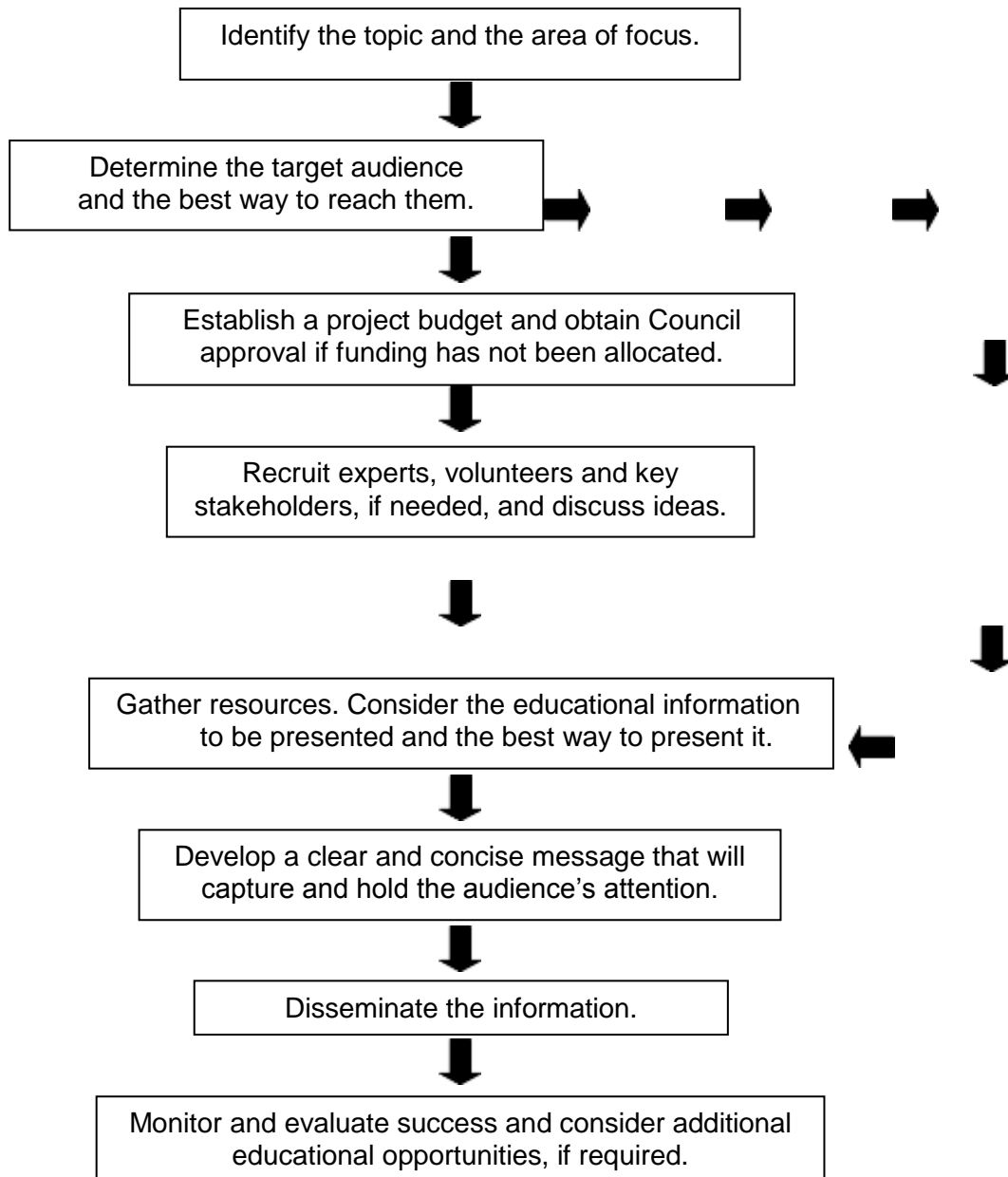
# Public Engagement Strategy



## Public Awareness and Education

A public awareness and education strategy will allow the Department to provide awareness in general or focus on specific topics to the entire population or specific groups. Opportunities for public awareness and education may include upcoming Department initiatives, creation of or amendments to bylaw, provision of a new service, planned construction work or emergency repair work.

The framework for public education will consist of the following process.



## Conclusion

Communication is essential to understanding. The Public Works Communications Plan reflects the Departments commitment to better connect with its residents, businesses, employees, the media, and community and stakeholder groups and Municipal Council through consistent messaging and sustainable open and transparent communication. It is a commitment that Department will allow the public opportunities to express themselves, and acknowledge that they have been heard and understood. The opportunity for Council, the Department and the public to hear each other will provide a better understanding of the issues early on in the decision-making process, and establish a process that will ultimately result in understanding, acceptance and trust between all parties.

## Goal One:

Recognize community interests and respond with information that connects citizens, Council and staff.

**Objective 1.1** – Strengthen the Departments ability to anticipate issues and prepare timely information.

1.1.1 Create efficiencies for identifying public issues and listening and responding to community interests.

Actions:

- Identify current and emerging resources for collecting citizen feedback and maintaining dialogue –including changing trends in social media – and provide training to staff.
- Circulate important and timely issue updates to Council, staff and citizens.

1.1.2 Create issue readiness behavior by ensuring staff members understand their roles in the issue management process.

Actions:

- Establish procedures outlining best practices and desired outcomes.
- Determine in advance who will be the spokesperson on particular issues and topics, and make this information available to Council and staff.

1.1.3 Follow issue and announcement cycles to identify and hear citizen concerns and prepare public information in advance to address questions.

Actions:

- Create question and answers and tip resources and update as required.
- Identify spokespeople in advance of a pending issue cycle.
- Identify public safety issues and plan communication accordingly.

**Objective 1.2** – Continuously improve the process by which residents and stakeholders can connect with the Department and staff.

1.2.1 Ensure City staff contact directories are up to date and easy to find.

Actions:

- Promote contact information using distribution methods that provide the best reception, including social media.
- Create an easy-to spot “contact” icon for website and standardize these icons across all webpages.

1.2.2 Provide front-line staff with information and updates on topics of strong public interest.

Actions:

- Brief staff on current issues in advance of them engaging citizens during regular duties.
- Create a resource for staff to log feedback on comments regarding what they are hearing or being asked by citizens and the media.
- Establish realistic guidelines for timely responses to citizen questions.
- Prepare topical question and answers, including contact references.

1.2.3 Increase the Departments use of social media.

Actions:

- Encourage best practices for management and staff use of social media.

1.2.4 Introduce new opportunities for resident and stakeholder feedback on the City’s website.

Actions:

- Invite website users to rate the value of posted content.
- Increase the number of gateways for supplying comments.

## Goal Two:

Increase capacity to communicate with citizens in meaningful ways.

**Objective 2.1** – Improve dialogue with residents and stakeholders by boosting the Departments and staffs awareness about what is taking place across the organization.

2.1.1 Awareness of department responsibilities and activities.

Actions:

- Create issue focused fact sheets and updates and distribute these to Council and staff using methods that provide the best reception.
- Profile individual or team contributions from the department on a Department Blog.
- Distribute informative department-focused news articles to Council and staff.

### 2.1.2 Communicate important Council and corporate decisions to staff.

#### Actions:

- Distribute a monthly listing of news related items / releases.
- Host a regular “Hot-stove” type meeting with the City Manager and Department Director for casual updates.
- Prepare a quarterly newsletter within the Department and circulate to staff using methods that provide the best reception.

### 2.1.3 Provide advance notice to staff highlighting the City’s position or actions being taken on emerging developments.

#### Actions:

- Raise awareness of impending or recent Council decisions using methods that provide the best reception.

## **Objective 2.2 – Introduce planning, processes and training that supports open communication and builds quality customer service.**

### 2.2.1 Complete annual Department Communication Plan reviews.

#### Actions:

- Work with management and staff to identify annual communication priorities for the coming year; build actions into yearly work plans for management staff.
- Determine budget and resource requirements.
- Identify key audiences and decide when to listen and decide when to engage.

### 2.2.2 Standardize common operational procedures for communicating the Departments message and receiving feedback from residents and stakeholders.

#### Actions:

- Create regular patterns of work across the Department for listening to citizens , sending out messages, alerting the media, hosting events, updating the website, informing staff, etc.
- Identify best practices for communication processes in procedure documents and circulate these to staff using methods that provide the best reception.
- Maintain efficient and cooperative relationships with members of the media.

### 2.2.3 Provide training to identified staff for writing and delivering public information and preparing communication planning documents.

#### Actions:

- Host communication product writing workshops.
- Establish a standard fit-and-finish for common communication products, including graphic and layout standards.
- Provide spokesperson training.



## Goal Three:

Boost participation in local government and public process.

**Objective 3.1-** Improve the manner in which community engagement events are promoted and how feedback is obtained.

3.1.1 Regularly request direction from residents and stakeholders regarding which channels they use to send and receive information.

Actions:

- Solicit public feedback on the effectiveness of all channels used to distribute the Department's message – social media, print advertisements, news stories, website, direct mail, newsletters, utility bills, etc.

3.1.2 Secure larger turnouts during community consultations.

Actions:

- Coordinate events in conjunction with popular public gatherings.
- Plan events in advance to access prime advertising opportunities.
- Identify barriers that may exist to public participation and how these barriers influence citizen turnout.

3.1.3 Promote the use of online civic engagement tools and social media to obtain resident feedback and suggestions to the City.

Actions:

- Capitalize on existing applications or develop custom applications that make providing feedback simple and convenient.
- Identify groups within the local population who may be restricted in fully participating in the public process and explore alternative methods of reaching out to them

**Objective 3.2 –** Boost awareness and understanding of local government process, policy and priorities.

3.2.1 Improve how information concerning public process and decision making is communicated and presented.

Actions:

- Reposition sought out material to reflect common interests and concerns.
- Raise the profile of popular information on website to make it easier to notice.
- On the City website, create an online library for reports and studies.
- On the City website, create a newsroom for announcements.
- Using methods that provide the best reception, effectively explain details surrounding the Department's annual budget and how money is being spent.
- Paint a bigger picture of what the Department is doing by describing how individual

projects and initiatives support the Department's Strategic Plan and its commitment to open communication and transparency.

### 3.2.2 Promote sources of information where members of the Public can learn more about the Department.

Actions:

- Introduce annual campaign to raise awareness about the Public Works Dept. and the opportunities and methods to participate in public processes
- Use social media to draw attention to timely aspects of upcoming department projects and events

### 3.2.3 Build partnerships that supply information to new residents and visitors.

Actions:

- Work with local agencies and public sector organizations to distribute information on public meetings, key contacts and important dates.

## Goal Four:

Develop relationships that bridge differences and foster dialogue.

**Objective 4.1** - Balance the use of formal communication with opportunities for informal dialogue.

#### 4.1.1 Establish an annual schedule of open house events that receive and convey information on popular or relevant topics.

Actions:

- Host events at locations where foot traffic is high, such as malls and recreation centres
- Plan events far enough in advance that they can be included on community calendars or upcoming event notices

#### 4.1.2 Raise awareness of Department services and initiatives by encouraging readership of social media postings or bookmarking the City website.

Actions:

- Continue to promote the City's various social media accounts and work to attract a more diverse user-ship of this channel
- Follow emerging trends concerning social media usage and implement new platforms to widen the reach of the City's message

#### 4.1.3 Encourage the Public to submit questions to "Public Works Department".

Actions:

- Appoint City staff into generalist information roles to act as point people to take questions from the public and seek out answers concerning specific projects
- Promote these individuals as trustworthy and reliable sources of information

**Objective 4.2** - Ensure that all Department messaging is sensitive to the reception and cultural needs of a diverse population.

4.2.1 Whenever possible, use plain-language for all public messaging.

Actions:

- Provide checklists and general standards for staff to review prior to distributing material to the public
- Ensure agendas prepared for public Council meetings contain straightforward descriptions of what is scheduled for discussion

4.2.2 Provide avenues to translate City information into other languages.

Actions:

- Obtain knowledge of how many languages are spoken locally in Nanaimo and which ones are first languages spoken daily amongst family, friends and business acquaintances
- Identify citizens who may require alternatives to English and ensure provisions are made during the communication planning process
- Where opportunities exist, partner with local multicultural associations and immigrant welcome centres to help communicate the City's message to new Canadians

# Communication Plan Templates

1.0 Administrative Report Template

2.0 Briefing Note Template

3.0 Memorandum Template

4.0 Press Release Template

**Subject:** Topic Description

**Report No.:** PW-0XX-201X  
**Agenda Date:** MMM/DD/YYYY

### **Attachments**

**Appendix 01:** Clear Description of Information referred to in Report

**Appendix 02:**

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-0XX-201X; and
2. That Council... **These recommendations will form the basis for the Resolution to be passed by Council.**

### **Background**

Detailed description of topic / situation from beginning to end.

### **Analysis**

Staff or Committees review of information which was used to formulate the above noted Recommendations.

### **Relevant Policy / Legislation / City By-Law**

- Consider and list all applicable Federal, Provincial or City legislation or policies.

### **Asset Management Plan Reference**

- Refer to applicable Sections of the Asset Management Plan.

### **Consultation / Communication**

- Provide a list of any discussions, communication or consultations related to the topic including internal Department, Committee or Council Meetings.

### **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

Details regarding related costs vs. budget etc.

Details regarding related Staffing implications etc.

**Alternatives**

What alternatives were / maybe considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Author  
Position

\_\_\_\_\_  
Reviewer  
Position

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

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**Subject:** Brief Topic Identification

**Note No.:** PW-0XX-201X

**Date:** MMM/DD/YYYY

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**Key Messages**

1. Three to four brief and factual statements related to situation and City Policy / Procedure.
- 2.

**Issue**

One sentence description of the situation or matter. (i.e. **Watermain rupture on XYZ Street**)

**Background**

Three or four paragraphs with details surrounding the incident. ( i.e. **Date, time, person's / area effected, general status of situation, anticipated timelines for resolution.**)

**Additional Information**

Possible results / actions following resolution of situation. (i.e. **Once service has been restored, discoloration in the water may be present. This problem may be resolved by allowing water to run from an open faucet, until the water has cleared.**)

Contact reference for additional information (i.e. **Should the problem persist or for additional information please call the Public Works Dept. at 705-647-6220.**)

Prepared by:

Issued by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Name  
Position

\_\_\_\_\_  
Name  
Position

Version: PW-0XX-201X (X) – Date – Time



# **Memo**

**To:** Recipient  
**From:** Author  
**Date:** MMM/DD/YYYY  
**Subject:** Topic Description  
**Attachments:** Number and Description

---

Recipient:

Clear and concise description of the topic with Background, Analysis and Recommendations / Findings.

Used primarily for specific information purposes.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Author  
Position

\_\_\_\_\_  
Name  
Position



## Press Release

For Immediate Release

Detailed information related to the topic which is being described and distributed to Media and Stakeholders for broad circulation. Include as much “known and confirmed” information as possible. **Never assume or speculate in the Press Release.**

For more information Contact:

Author or Designated Spokesperson, Position

City of Temiskaming Shores

Telephone: (705) 672-3363 Ext. XXXX

[E-mail Address](#)



# Memo

**To:** Mayor and Council  
**From:** Mitch Lafreniere  
**Date:** August 14, 2018  
**Subject:** Contract Extension – S&L Cleaning Services  
**Attachments:** None

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Mayor and Council:

On August 5, 2014 Council approved By-law No. 2014-136 to enter into a three (3) year agreement with S & L Cleaning Services for cleaning at the Haileybury Medical Centre and the Haileybury Branch Library. That contract was extended by one year, set to expire on July 31, 2018.

As a result, I have discussed with the owner of S & L Cleaning Services a two-year extension for this service and they have agreed to continue at the same rate of \$18.00 per hour.

It is recommended that Council direct staff to prepare the necessary by-law to amend By-law No. 2014-136 with S & L Cleaning Services extending the contract for an additional two years at the same terms and conditions.

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

# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director - Public Works  
**Date:** August 14, 2018  
**Subject:** Stop Sign Policy  
**Attachments:** Appendix 01 - Draft Copy – Stop Sign Policy  
Appendix 02 – Excerpt, Ontario Traffic Manual – Book 5

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Mayor and Council:

Over the past several months the City has received a number of requests for the placement of STOP signs at various locations. In conjunction with a staff review of other requests for the consideration of amendments to the Traffic By-law; these locations were reviewed and the resulting recommendations were discussed at the Protection to Persons and Property Committee Meeting held on June 26, 2018. The Committee did not concur with the staff recommendations.

As a result of those discussions a further review of the *Ontario Traffic Manual for Regulatory Signs - Book 5* (Appendix 02) and information available on-line was carried out by staff. The resulting Draft Stop Sign Policy (Appendix 01) was developed to enable City staff and elected officials to make more informed decisions that are substantiated by technical, analytical and legislative parameters, rather than general opinions and consensus.

The first draft of the policy was presented to the Public Works Committee on Thursday July 19, 2018 for information purposes and endorsement to present it to Council at the August 14, 2018 Regular Council meeting was obtained.

Following Council's review; editing based on any comments received and with the endorsement of Council, the Public Works Department will present the final draft for consideration at the September 11, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"


"Original signed by"

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G. Douglas Walsh  
Director of Public Works

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Christopher W. Oslund  
City Manager

 City of Ville de <b>Temiskaming Shores</b> <small>Chaudière-Appelton - Chaudière et Nord-Est Québec</small>	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 1 of 6</b>

### **Purpose:**

The purpose of this policy is to outline the steps to determine whether a "Stop" sign or "All-Way Stop" sign is warranted at a particular intersection.

### **Scope:**

The following policy governs the rules and regulations in the placement of, and in requesting the placement of, "Stop" signs and "All-Way Stop" signs within the City of Temiskaming Shores at any particular intersection.

### **1.0 Guidelines for the requesting of:**

#### **1.1 Stop Signs:**

Upon the receipt of a telephone or written request for the installation and/or removal of a stop sign, the applicant will be informed that a petition, favourably signed by at least 60% of the residents within three hundred (300) metres of the subject intersection, must be submitted.

Upon receipt of this petition, the City's Director of Public Works will inspect the site and in conjunction with the Guidelines/Warrants set out in Subsection 2.2 of this policy, make a recommendation on the proposed installation.

Should the Director of Public Works **recommend in favour** of the installation or removal, the matter will be presented to Council.

Should the Director of Public Works **recommend not in favour** of the installation or removal, the applicant will be contacted in writing of the decision.


Should the applicant wish to appeal the matter, Council will review the matter.

#### **1.2 All-Way Stop Signs:**

If the request is for the installation and/or removal of an All-Way Stop Sign control, the applicant will be informed that a petition, favourably signed by at least 60% of the residents within three hundred (300) metres of the subject intersection, must be submitted.

Upon receipt of this petition, the City's Director of Public Works will inspect the site and in conjunction with the Guidelines/Warrants set out in Subsection 1.2.1 of this policy, make a recommendation on the proposed installation.

Should the Director of Public Works **recommend in favour** of the installation or

	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 2 of 6</b>

removal, the matter will be presented to Council.

Should the Director of Public Works **recommend not in favour** of the installation or removal, the applicant will be contacted in writing of the decision.

Should the applicant wish to appeal the matter, Council will review the matter.

### 1.2.1 The All-Way Stop Controlled Warrant

The warrant analysis is based on the methodologies prescribed by the Ontario Traffic Manual (OTM) Book 5. In order for the warrant to be satisfied the following conditions must be met in one of three ways:

#### i. Minimum Volume Warrant (Arterial and Major Roads):

An all-way stop control may be considered on major roads when the following conditions are met:

**Condition 1:** The total vehicle volume on all intersection approaches exceeds **500** vehicles per hour for each of any eight hours of the day.

**Condition 2:** The combined vehicular and pedestrian volume on the minor street exceeds **200** units per hour (all vehicles plus pedestrians wishing to enter the intersection) for each of the same eight hours, with an average delay to traffic on the minor street (either vehicles or pedestrians wishing to enter the intersection) of greater than 30 seconds.

**Condition 3:** The volume split does not exceed **70/30**. Volume on the major street is defined as vehicles only. Volume on the minor street includes all vehicles plus any pedestrians wishing to cross the major roadway.


In order for this warrant to be satisfied, **ALL** three of the above conditions must be met.

#### ii. Minimum Volume Warrant (Minor Roads):

An all-way stop control may be considered on minor roads when the following conditions are met:

**Condition 1:** The total vehicle volume on all intersection approaches exceeds **350** for the highest hour recorded.

**Condition 2:** The volume split does not exceed **75/25** for three-way control or **65/35** for four-way control. Volume is defined as vehicles only.

	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 3 of 6</b>

### iii. Collision Warrant:

The number of collisions which occur at an intersection can also determine the need for an All-Way Stop Control. **BOTH** of the following conditions must be met in order for an All-Way Stop Control to be warranted on the basis of collision data:

**Condition 1:** For the purposes of this warrant, a high accident frequency is an average of **four** collisions per year over a three-year period. Only those accidents susceptible to relief through multi-way stop control must be considered (i.e. Right angle and turning type collisions).

**Condition 2:** Included in this warrant are those locations where visibility problems exists which limit the safe approach speed of less than 15 km/h, thereby creating an unreasonable accident potential. Special advance warning or overhead flashing lights may be necessary to augment the control if vertical or horizontal alignment is a factor.

- 1.3 Warrants which meet the above criteria will be presented by the Director of Public Works to Council with the recommendation to install/remove a sign at the intersection in question.
- 1.4 Should the warrant not be met, the Director of Public Works will file the warrant study and advise the applicant in writing of the decision.
- 1.5 The installation or removal of stop signs shall be subject to the availability of municipal funding and will be completely at the discretion of Council, and allowing for opportunities to coordinate with other construction projects.


## 2.0 Stop Sign Control:

### 2.1 Restrictions:

Stop signs shall not be used as a speed control device. The usage of stop signs shall be limited to the control of right-of-way conflicts.

Stop signs shall only be placed where traffic-engineering studies, which have considered issues such as traffic speeds, traffic volumes, restricted sightlines and traffic accidents, have found that the usage of a stop sign is warranted.

Stop signs shall not be used on the same approach to intersections where traffic control signals are operating.

 <p>City of Temiskaming Shores      Municipal By-Law      2018-01-01</p>	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 4 of 6</b>

Portable or part time stop signs shall not be used except in cases of emergency or in temporary situations, such as in conjunction with flag men or at intersections where traffic signals are no longer working.

## **2.2 Guidelines/Warrants for Installation:**

The following are guidelines and warrants for stop sign control at rural or urban intersections within the City:


1. At the intersection of a city road with a King's Highway.
2. On a minor street or road entering a through street or highway.
3. On the street or road carrying the lesser volume of traffic at an intersection where all streets are of the same functional classification.
4. At un-signalized intersections in a signalized area except where they would interfere with traffic signal progression.
5. At intersections where the right-hand rule would be unduly hazardous.
6. Where three or more right angled collisions per year have occurred and methods of reducing this collision experience such as improving sight lines, street lighting, parking prohibitions, enforcement, geometric revisions, or a yield sign have been tried but found to be unsuccessful.
7. At an intersection where the safe vehicular approach speed is less than 15 km/h.
8. At railway crossings, which are scheduled for automatic protection, as an interim measure.
9. Within an intersection with a divided highway where a stop sign is present at the entrance to the first roadway and further controls are necessary at the entrance to the second roadway and where the median width between the two roadways exceeds 30 m.

Prior to the application of these warrants, consideration should be given to less restrictive measures such as the Yield sign where a full stop is not necessary at all times. Periodic reviews of existing installations may be desirable to determine whether, because of changing conditions the use of less restrictive control or no control could accommodate traffic demands safely and more effectively.

## **3.0 All-way Stop Sign Control:**

### **3.1 Restrictions:**

All-way stop signs should only be used when the volume of traffic on the intersecting

 <p>City of Temiskaming Shores      Municipal Development      New Ontario      Bienvenue à votre service • Bienvenue au sein de nos services</p>	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 5 of 6</b>

roads is approximately equal.

All-way stop signs should not be used:

1. Where pedestrian protection is a prime concern. This should be addressed through the use of Pedestrian right of way controls in the form of Pedestrian Crossovers, warning signs, pavement markings, crossing guards, etc.
2. As a speed control device.
3. On roads which progressive signal timing exists.
4. On roadways in urban areas having a posted speed limit in excess of 60km/hr.
5. At intersections having less than three or more than four approaches.
6. At offset of poorly defined intersections.
7. On truck or bus routes unless in an industrial area or where two such routes cross.
8. On multi-lane approaches, where a parked or stopped vehicle on the right may obscure a stop sign.
9. Where traffic would be required to stop on a steep grade.
10. As a means of detouring the movement of through traffic in a residential area.
11. Where visibility of the sign is hampered by curves or grades and a safe stopping distance of less than 100 m exists.
12. Where any other traffic device controlling the right-of-way is permanently in place within 250m (with the exception of a yield sign).


### **3.2 Guidelines/Warrants for Installation of All-Way Stops:**

All-way stop signs can be implemented if one or more of the following is the reason for the installation:

1. As an interim measure where traffic control signals are warranted but cannot be implemented immediately.
2. At a location where the warrant, described in Section 1.2.1 of this policy is met, as per the requirements of the Warrant Analysis.
3. As a means of providing an introductory period to accustom drivers to a reversal of intersection control. Installation under this warrant would be for a period not to exceed 3 months.

### **4.0 Location of Stop Signs:**



	<b>Stop Sign Policy</b>	<b>Public Works Dept.</b>
<b>Prepared: July 2018</b>	<b>Revision : 0</b>	<b>Page 6 of 6</b>

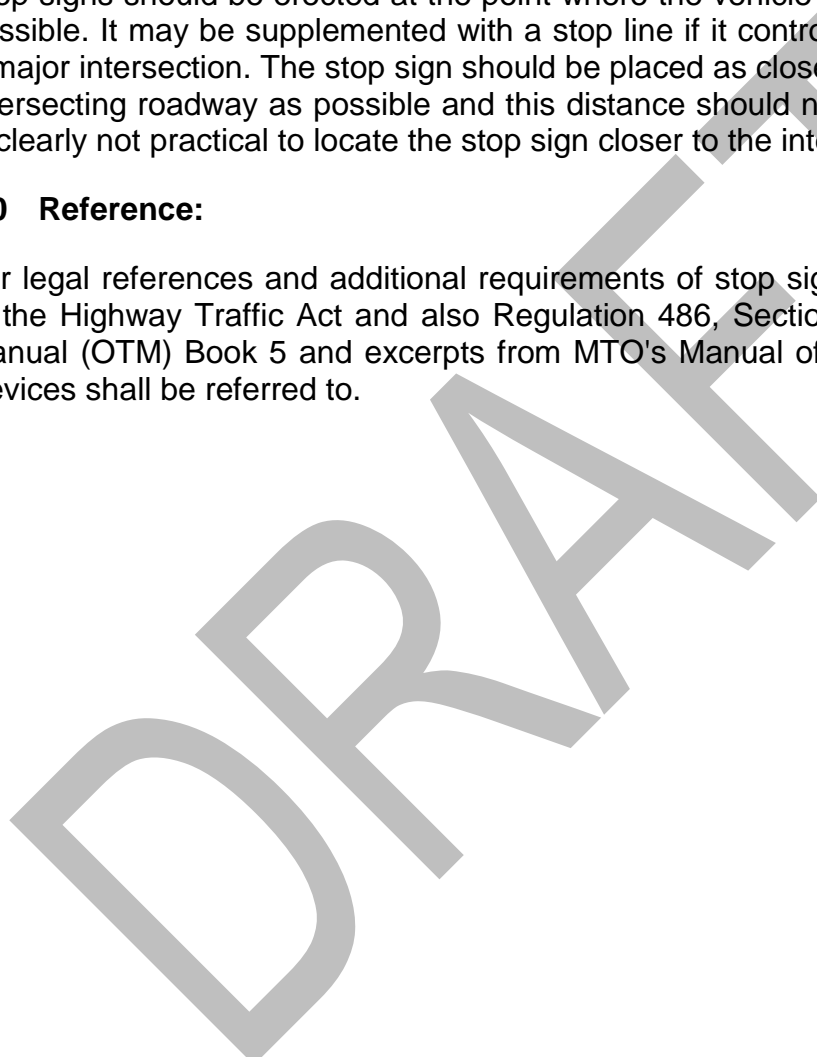
The following sets out the guidelines for where the stop sign may be placed at the corner in question:

Where one road intersects another road at an acute angle, the stop sign on the intersecting road should be turned or shielded so that motorists travelling on the higher priority road cannot read it.

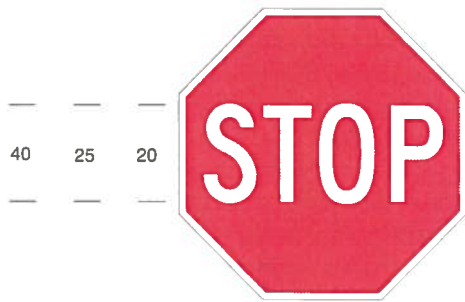
Stop signs should be erected at the point where the vehicle is to stop, or as near as possible. It may be supplemented with a stop line if it controls traffic approaching at a major intersection. The stop sign should be placed as close to the near edge of the intersecting roadway as possible and this distance should not exceed 15m unless it is clearly not practical to locate the stop sign closer to the intersection.

**5.0 Reference:**

For legal references and additional requirements of stop signs, Section 117 (A) (B) of the Highway Traffic Act and also Regulation 486, Section 7 & 8, Ontario Traffic Manual (OTM) Book 5 and excerpts from MTO's Manual of Uniform Traffic Control Devices shall be referred to.



## 2. STOP Sign



Ra-1	60 cm x 60 cm
Ra-101	75 cm x 75 cm
Ra-1101	120 cm x 120 cm
Font	Highway Gothic C
Colour	Legend & Border – White Reflective Background – Red Reflective

### ALL-WAY Tab Sign



Ra-1t	15 cm x 30 cm
Font	Helvetica Bold Condensed
Colour	Legend & Border – Red Reflective Background – White Reflective

### Purpose and Background

Where no traffic control device is present at an intersection of two roadways, the basic rules of the road apply. The Highway Traffic Act assigns priority to vehicles already within the intersection or, in the event two or more vehicles are approaching the intersection at approximately the same time, the Act requires the driver on the left to yield to the vehicle

on the right. A number of traffic control devices are available to assist in the allocation of right-of-way between vehicles in an intersection, increasing in level of control from a YIELD sign to a STOP sign up to full traffic signal control.

The purpose of the STOP sign is to clearly assign right-of-way between vehicles approaching an intersection from different directions when traffic signals are not warranted or not yet installed and it has been determined that a YIELD sign is inadequate. The STOP sign requires the driver to stop the vehicle before entering the intersection, yield to any traffic in or approaching the intersection and then proceed when safe to do so.

The introduction of STOP sign control can reduce the frequency of certain types of collision (e.g. right-angle or turning), but also results in delay to motorists and may increase some other types of collision (e.g., rear-end). STOP signs should, therefore, not be used indiscriminately.

STOP signs must not be used on the same approach to an intersection where traffic control signals are operating, as the conflicting commands of two types of control devices would be confusing.

Portable or part-time STOP signs must not be used except in emergency or temporary situations, such as in conjunction with Traffic Control Persons or at intersections where traffic signals are inoperative.

STOP signs are not intended to be used as speed control devices. Their usage should be limited to the control of right-of-way conflicts.

In general, STOP signs should only be used where traffic engineering studies considering such factors as traffic speeds, traffic volumes, restricted sight lines and collision experience, indicate that the use of STOP signs is warranted.

## Sign Types

The **standard size STOP sign (Ra-1)**, is the minimum size permitted, and may generally be used where the posted speed is 60 km/h or less.

The **oversize STOP sign (Ra-101)** should be used where the posted speed is 70 km/h or greater. This sign may also be installed at lower speed locations where the prevailing traffic conditions warrant greater visibility or emphasis, for example in complex visual environments where many signs and other devices compete for driver attention or at high traffic volume locations where drivers must concentrate more on the driving task.

Specific situations where the **oversize STOP sign (Ra-101)** must be used include:

- At the junction of two King's Highways in rural areas;
- At the junction of any public road with a King's Highway in rural areas;
- At the junction of two major County or Regional roads; or
- At freeway exit ramp terminals not controlled by traffic signals.

The **special oversize STOP sign (Ra-1101)** may be used in locations where two relatively major roads (e.g., King's Highway, Regional or County Roads) intersect, particularly in high speed rural locations where such an intersection may be unexpected, and at other locations where special emphasis is required.

In addition to the STOP sign, there are a number of other supplementary traffic control devices which may be considered, to provide added emphasis in selected circumstances.

On paved roads, the STOP sign may be supplemented with a **stop line**. For information on appropriate pavement markings, reference should be made to Book 11 (Markings and Delineation).

Where the presiding road authority has determined that an all-way stop (see below) is required, the STOP signs should be supplemented with an **ALL-WAY tab sign (Ra-1t)** directly below the STOP sign. The use of the TWO-WAY tab sign found in earlier editions of the MUTCD is not recommended, as it is ambiguous and could lead to confusion. Consistency and uniformity throughout Ontario in this practice will help distinguish all-way stop situations from conventional stop control, and facilitate driver understanding of what is required in each case.

Where necessary for increased emphasis, a supplementary **red flashing beacon** may be used to reinforce a STOP sign. Such flashing beacons may be installed overhead, within the intersection proper, or mounted directly above the STOP sign itself. For information regarding flashing beacons, refer to Book 12 (Traffic Signals).

In cases of restricted visibility or other special conditions affecting the STOP sign, a **STOP AHEAD sign (Wb-1)** may be required or recommended. For information regarding STOP AHEAD signs, refer to Book 6 (Warning Signs), Section 6.

## Guidelines for Use

### *Stop Control*

Where traffic signals are not warranted or installed, or are warranted but have not yet been installed, STOP signs should be considered as follows:

STOP signs must be used:

- At the intersection of two King's Highways; and

- At the intersection of a County or Regional road with a King's Highway in a rural area.

The use of STOP signs should be considered:

- At the intersection of a County or Regional road with a King's Highway in a built-up area;
- At the intersection of a city street or township road with a King's Highway;
- At the intersection of a minor street or road with a through street or highway;
- At unsignalized intersections in a signalized area, except where they would interfere with traffic signal progression;
- At intersections where the application of the normal right hand rule or yield control would be unduly hazardous; and
- At intersections which have experienced a record of collisions of the type which are susceptible to correction by STOP control (see stop collision warrant below).

#### *Stop Collision Warrant*

STOP sign control may be warranted where three or more right angle or turning collisions per year have occurred over a period of three years and methods of reducing the collision experience, such as sight line improvements, street lighting, parking prohibitions, enforcement, geometric revisions, or YIELD sign controls, have been tried or considered, and found to be inadequate.

#### *All-way Stop Controls*

In some circumstances, it may be appropriate to install STOP signs on all approaches to an intersection. This results in an all-way stop condition. All-way STOP sign controls disrupt the flow of traffic

and introduce delays to all drivers within the intersection and should only be considered at the intersection of two relatively equal roadways having similar traffic volume demand and operating characteristics (see minimum volume warrants below). The approaches should be directly opposing (i.e., not offset), should preferably approach at right angles (i.e., no skewed approaches) and have an equal number of lanes.

All-way stop controls should be considered only under the following situations:

- As an interim measure, where traffic control signals are warranted but cannot be implemented immediately. For information on traffic signal control, refer to Book 12 (Traffic Signals);
- At locations having a high collision frequency where less restrictive measures have been tried and found inadequate (see all-way stop collision warrant below); or
- As a means of providing a transition period to accustom drivers to a change in intersection right-of-way control from one direction to another. Installation under this warrant must be in conformance with the Amendment of Intersection Control, discussed under Special Considerations at the end of Section 2.

#### *All-way Stop Minimum Volume Warrant (Arterial and Major Roads)*

All-way stop control may be considered on major roads where the following conditions are met:

- The total vehicle volume on all intersection approaches exceeds 500 vehicles per hour for each of any eight hours of the day;

- The combined vehicular and pedestrian volume on the minor street exceeds 200 units per hour (all vehicles plus pedestrians wishing to enter the intersection) for each of the same eight hours, with an average delay to traffic on the minor street (either vehicles or pedestrians wishing to enter the intersection) of greater than 30 seconds; and
- The volume split does not exceed 70/30. Volume on the major street is defined as vehicles only. Volume on the minor street includes all vehicles plus any pedestrians wishing to cross the major roadway.

*All-way Stop Minimum Volume Warrant (Minor Roads)*

All-way stop control may be considered on minor roads where the following conditions are met:

- Total vehicle volume on all intersection approaches exceeds 350 for the highest hour recorded; and
- Volume split does not exceed 75/25 for three-way control or 65/35 for four-way control. Volume is defined as vehicles only.

*All-way Stop Collision Warrant*

For the purposes of this warrant, a high accident frequency is an average of four collisions per year over a three-year period. Only those accidents susceptible to relief through multi-way stop control must be considered (i.e., right angle and turning type collisions).

Included in this warrant are those locations where visibility problems exist which limit the safe approach speed to less than 15 km/h, thereby creating an unreasonable accident potential. Special advance warning or overhead flashing lights may be necessary to augment the control if vertical or horizontal alignment is a factor.

*Inappropriate Use of All-way Stop Control*

All-way stop controls should *not* be used under the following conditions:

- Where the protection of pedestrians, school children in particular, is a prime concern. This concern can usually be addressed by other means;
- As a speed control device;
- On roads where progressive signal timing exists;
- On roads within urban areas having a posted speed limit in excess of 60 km/h;
- At intersections that are not roundabouts having less than three, or more than four, approaches;
- At intersections that are offset, poorly defined or geometrically substandard;
- On truck or bus routes, except in an industrial area or where two such routes cross;
- On multi-lane approaches where a parked or stopped vehicle on the right will obscure the STOP sign;
- Where traffic would be required to stop on grades;
- As a means of deterring the movement of through traffic in a residential area;

- Where visibility of the sign is hampered by curves or grades, and insufficient safe stopping distance exists; or
- Where any other traffic device controlling right-of-way is permanently in place within 250 m, with the exception of a YIELD sign.

### Location Criteria

A STOP sign must be installed in accordance with the Regulations in order to be effective and enforceable.

The STOP sign must be installed on the right side of the roadway, facing traffic, no closer than 1.5 m and no further than 15 m from the edge of the intersecting roadway, unless it is clearly not practicable to locate the STOP sign closer to the intersection.

Within a city, town, village, police village or built-up area, the left edge of the STOP sign must be no more than 2 m from the edge of the roadway. In other (rural) areas, the left edge must be no more than 4 m and no less than 2 m from the edge of the roadway.

On divided highways and one-way roadways with visibility problems, a supplementary STOP sign should be installed on the left side of the roadway.

Where one roadway intersects another roadway at an acute angle, the STOP sign on the intersecting roadway should be turned or shielded so that motorists travelling on the higher priority roadway cannot read it.

Typical locations of STOP signs are illustrated in Figure 2.

### Legal Status

Highway Traffic Act, Sections 136 and 137 (R.S.O. 1990) (STOP Sign).

Highway Traffic Act, Regulation 615, Sections 6 to 8, and Regulations 623 and 624 (R.R.O. 1990) (STOP Sign).

On roadways under the jurisdiction of a municipality, a municipal by-law is required before the STOP sign becomes enforceable.

Highway Traffic Act, Regulation 615, Section 10 (R.R.O. 1990) (ALL-WAY Tab Sign).

### Minimum Sheeting Requirement

The signs must be Type III or IV as of January 1, 2002.

Type I is minimum requirement prior to the dates indicated.

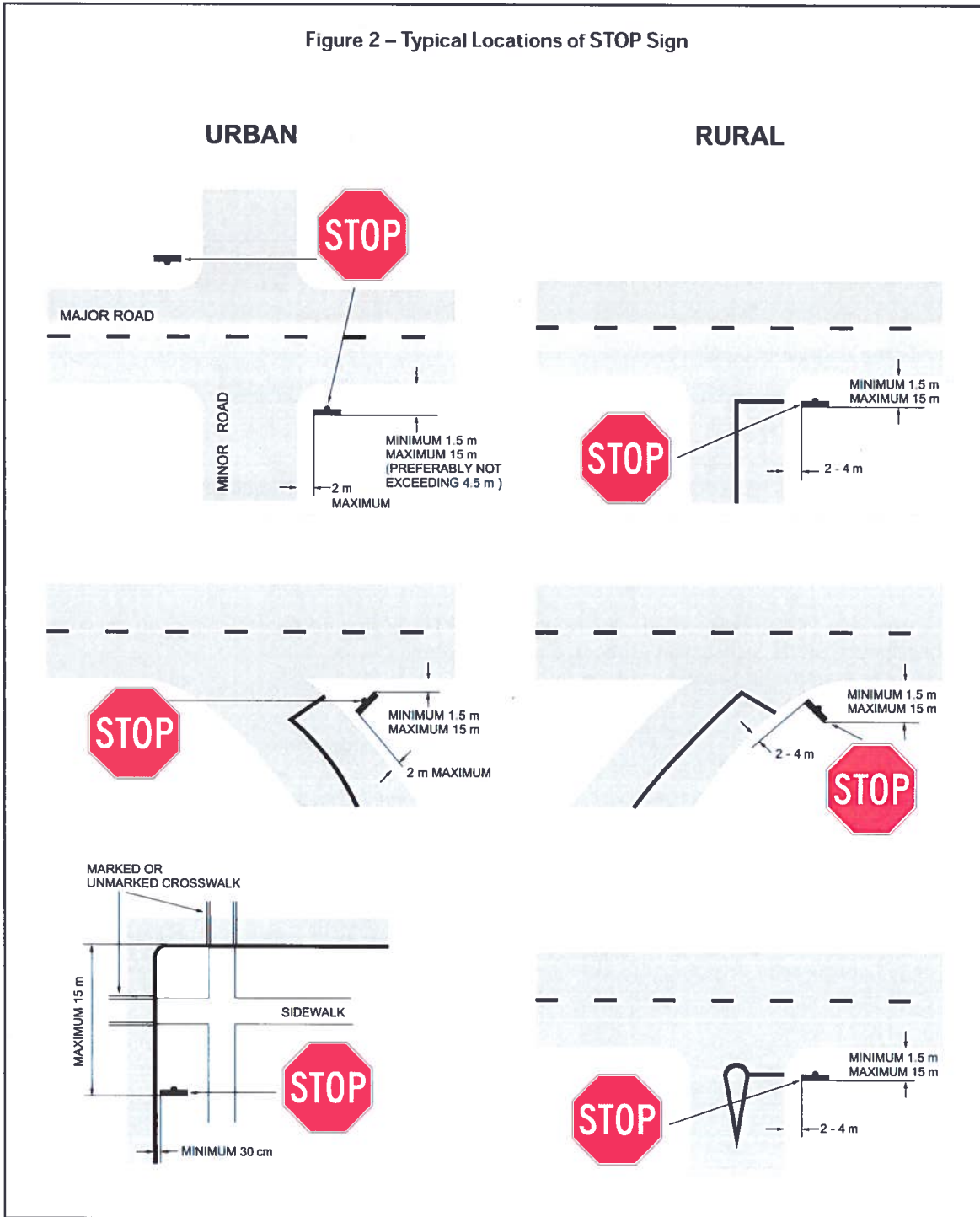
### Special Considerations

#### *Amendment of Intersection Right-of-way Control*

Where right-of-way is being reassigned from one roadway to another crossing roadway, through the elimination of an existing STOP sign control and the installation of STOP sign control on the previously uncontrolled roadway, an introductory period is required to safely carry out the transition.

The recommended procedure for completing such a reversal is described below. For information on the warning signs noted in the procedure, reference should be made to Book 6 (Warning Signs).

Figure 2 – Typical Locations of STOP Sign



## Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director - Public Works  
**Date:** August 14, 2018  
**Subject:** Highway Occupancy Permitting  
**Attachments:** Appendix 01 - Draft Copy – Highway Occupancy Permit By-law  
Appendix 02 – Draft Copy – Highway Occupancy Permit Application Form

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Mayor and Council:

While attending a Stakeholders Consultation session held on June 13<sup>th</sup>, 2018, to discuss upcoming revisions for Ontario Traffic Manual – Book 7 – *Temporary Conditions*, several of the attendees voiced concern over the increased number of contractors and utility companies that take the liberty to arbitrarily close down sections of roadway with no prior discussion with or approval from the road authority. Often, there is little to no signage which can place the municipality in a liable and precarious position. This practice is also becoming more frequent in Temiskaming Shores and at times has had significant impact on traffic flows on the streets in the City.

As a result of those discussions a number of municipalities in attendance provided examples of how they are, or have been, dealing with these situations in order to re-gain control over their rights-of-ways. Based on the information obtained, many are using a “municipal consent” procedure where-by a written application, to work on any municipally owned roadway easement, is required. The application form details the date, nature, location, and extent of the work to be carried out and allows the municipality to ensure that there is no conflicting works being planned in the vicinity of the proposed work area.

Utility Company plant installation or repair type of work requires that a detailed plan of the proposed work and location be submitted with the Highway Occupancy Permit Application Form and then “Municipal Consent” and a Highway Occupancy Permit would be issued.

For occupation purposes (i.e. upgrading of a façade), the detailed Application Form would be required for the proposed work, location and duration.

Due to the time required to review the application, issue the permit and follow-up to ensure that the pertinent conditions are adhered to, there is an applicable fee. Municipal Consent, which includes a Highway Occupancy Permit would cost \$150 plus applicable taxes and the Highway Occupancy Permit would cost \$50 plus applicable taxes.

Work that is undertaken on behalf of the City by a Contractor or Agent and maintenance or improvements being carried out by residential owners on lands adjacent to their property are exempt from the permit fee; however, an Application Form is still required. Failure to comply with





the terms and conditions included on the Highway Occupancy Permit, would result in the permit being revoked and the work site vacated within the allotted time.

The first draft of the By-law was presented to the Public Works Committee on Thursday August 9<sup>th</sup>, 2018 for information purposes and endorsement to present it to Council at the Regular Meeting the be held on August 14<sup>th</sup>, 2018 was obtained.

Following Council's review, editing based on any comments received and with the endorsement of Council, the Public Works Department will present the final draft on September 11<sup>th</sup>, 2018 for Councils consideration.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

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

**By-Law No. 2018-000**

**Being a by-law to adopt a Highway Occupancy  
Permit Policy for the City of Temiskaming Shores**

**Whereas** Section 8 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on municipalities to (a) enable municipalities to govern their affairs as they consider appropriate and, (b) enhance their ability to respond to municipal issues;

**And whereas** Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under the Act;

**And whereas** Section 118 of the Municipal Act, 2001, S.O. 2001, c. 25, provides that a municipality may, inter alia, regulate the excavating, construction and use of trenches and may by by-law prohibit same unless a permit is obtained from the municipality which may also impose conditions with respect to the permit, including requiring the submission of plans;

**And whereas** Council considered Memorandum 021-2018-PW at the at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to adopt a Highway Occupancy Permit By-law for the City of Temiskaming Shores for consideration at the September 11, 2018 Regular Council meeting;

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

1. That Council adopts a **Highway Occupancy Permit By-law** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 11<sup>th</sup> day of September, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule “A” to

**By-law No. 2018-000**

Highway Occupancy Permit By-law

## 1.0 Definitions

**For the purpose of this by-law the capitalized terms defined below have the meaning ascribed to it in this section 1.0:**

**Activity** - includes the temporary occupancy of a Right-of-Way for any purpose for a defined period of time outside its normal intended use by the City, Utility Company, or person(s);

**Applicant** - means any person, Utility Company or corporation making application for a Highway Occupancy Permit;

**Boulevard** - means the City owned area of the road allowance between the back edge of the curb or the back slope of the ditch line and the private property line;

**City or City of Temiskaming SHORES-** means the Corporation of the City of Temiskaming Shores or the geographic area as the context requires;

**City of Temiskaming Shores Standards** - means The City of Temiskaming Shores Standards, as amended from time to time, and are intended as guidelines for land development and City projects to aid in providing uniform designs throughout the City and are to be used in conjunction with Ontario Provincial Standard Drawings (O.P.S.D.) and Ontario Provincial Standard Specifications (O.P.S.S.), both as amended from time to time;

**Contractor** – means a person who makes an agreement with another to do a piece of work and who, retain control of the means, method and manner of producing the result to be accomplished.

**Deleterious Material** - means subsurface soils of an undesirable nature such as, but not limited to organic materials, highly organic silts, sensitive or ultra-sensitive clays, peat or other highly compressible soils, and soils containing noxious or hazardous chemical or waste products;

**Director** - means the Director of Public Works and/or authorized representative;

**Heave** - means any rise in the surface of a road cut in relation to the grade of the adjacent undisturbed highway;

**Highway** - means a common and public highway and includes any bridge, trestle, viaduct, pathway, or other structure forming part of the highway, and except as otherwise provided, includes a portion of a highway;

**Highway Occupancy Permit** - means a Permit allowing access to the road allowance to effect various works as issued under this By-law;

**Inspector** – means a Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer, Engineering Inspector or other duly appointed individual;

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**In-Fill Lots** – shall be considered to be lot creation occurring between two existing residential lots occurring on the same side of the road. The distance between the existing lot lines shall be approximately 150 metres or less;

**Issuer of Permits** – means an employee of the City of Temiskaming Shores with the authority to grant permits under this By-Law;

**M.T.O.** - means Ministry of Transportation of Ontario;

**Municipal Law Enforcement Officer** - means a person appointed under the authority of the Police Services Act for the purpose of enforcing City by-laws;

**Municipal Consent** - means the written consent of the Public Works Department, with or without conditions, for access to and use of the City Rights-of-Way, subject to the obtaining of a Highway Occupancy Permit as applicable;

**O.P.S.D.** - means Ontario Provincial Standard Drawings, as amended;

**O.P.S.S.** - means Ontario Provincial Standard Specifications, as amended;

**Parks** – means all lands owned or operated by or belonging to the City or other public body such as school boards or conservation authority which may be designated as Open Space or Environmental Protection Area and used by the public for active or passive recreational use including sporting activities and games, or as gathering places such as urban squares, or which may be left in their natural state for environmental reasons;

**Pathway** - means the parts of a Highway set aside by the City for the use of pedestrians and cyclists;

**Permanent Landscape Features** – means any landscape feature that is not easily removed. These features include but are not limited to curbs, structures, boulders, etc.;

**Permit** – means a Highway Occupancy Permit;

**Right-of-Way** - means Highways and laneways, including the Roadway, curbs, Shoulders and Boulevards, under the care and control of the City of Temiskaming Shores;

**Road** - means a common and public highway and includes any bridge, trestle, viaduct, pathway, or other structure forming part of the highway, and except as otherwise provided, includes a portion of a highway;

**Road Cut** - means a surface or subsurface cut in any part of a Highway made by any means, including but not limited to any excavation, reconstruction, cutting, saw cutting, overlaying, crack sealing, breaking, boring, directional drilling, jacking or tunneling operations;

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**Roadway** - means the part of a Highway that is improved, designed or ordinarily used for vehicular traffic, but does not include the curb, Shoulder or Boulevard;

**Settlement or Settled** - means any sinking of the surface of a road cut in relation to the grade of the adjacent undisturbed highway;

**Shoulder** - means that part of a Highway immediately adjacent to the Roadway and having a surface, which has been improved for the use of vehicles with asphalt, concrete or gravel;

**Sidewalk** - means all parts of a Highway set aside by the City for the use of pedestrians;

**Traffic Management Plan** - means a standard document outlining the particulars of proposed work on any Highway within the City of Temiskaming Shores that is submitted by or on behalf of the Contractor to the City for review. The Plan shall contain the information respecting how the permit holder intends to comply with this By-law including but not limited to the following:

- (a) Start and completion times of work;
- (b) Specific location of work;
- (c) Requirement to work during peak hours, if any;
- (d) Lane use requirements;
- (e) Requirements for road closure;
- (f) Public notification undertaken;
- (g) Parking meters affected by work;
- (h) Requirement for temporary no stopping signs;
- (i) Identification of any bus route(s) and bus stops affected by work activity;  
and
- (j) Traffic routing and detour requirements where required.

**Utility/Utilities** - means any structures above or below ground which exist on a Right-of-Way and include buried and aerial hydro cable and ducts, telephone, cable, television and internet communication cables, trees, water, including underground pipes, hydrants and valves, sanitary and storm sewer pipes, gas and steam pipes, meters, and valves;

**Utility Company** – means any company with the authority to construct within a Right-of-Way pursuant to provincial or federal legislation, by-law, franchise agreements or municipal access agreement;

**Vehicle** - includes a motor vehicle, trailer, traction engine, farm tractor, road-building machine, bicycle and any vehicle drawn, propelled or driven by any kind

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of power, including muscular power, but does not include a motorized snow vehicle or a street car;

**Very Short Duration** – is defined in the Ontario Traffic Manual Temporary Conditions Book 7 as; any maintenance activity which occupies a fixed location for up to 30 minutes duration, including set-up and take down of the traffic control provisions. The work may be moved along the road and make frequent stops;

**Warranty** - means a guarantee by the Permit Holder that the work for which a Highway Occupancy Permit has been issued has been carried out in accordance with the City's requirements; and

**Works** - means something that one is doing, making, or performing, especially as an occupation or undertaking; a duty, task or installation.

## 2.0 General Provisions

2.1 When a Highway Occupancy Permit for Occupancy is required:

Except as provided in sections 2.2 and 2.3, no person shall undertake any activity within a City Right-of-Way without a Permit to do so.

- (1) An application for a Highway Occupancy Permit shall be filed with the Issuer of Permits in advance of such right-of-way activity. When applying for a Permit, the Applicant shall:
    - (a) Complete and submit the prescribed application form;
    - (b) Allow ten (10) business days to process Permit for full road closures;
    - (c) Allow five (5) business days to process Permit for works requiring lane closures;
    - (d) Allow three (3) business days for works not required lanes closures.
    - (e) Furnish to the City such information as the Issuer of Permits may require, including, but not limited to, a sketch illustrating the planned work and work area, and a traffic management plan; and
    - (f) Submit insurance documentation as required on the application form.
  - (2) When filing the completed application, the Applicant shall pay a non-refundable permit fee as set out in By-law No. 2012-039, as amended being the City's User Fees and Service Charges;
  - (3) When the Applicant is requesting multiple road cuts the City reserves the right to issue a single permit or multiple permits for the works.
  - (4) It shall be at the sole discretion of the Issuer of Permits to determine for reasons of public safety or the effective operation of the public transportation system, when a Right-of-Way occupancy may occur.
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- (5) A Highway Occupancy Permit shall not be issued until:
  - (a) Proof of insurance has been filed as required by Section 2.18;
  - (b) The Permit fee or fees required hereof has or have been paid as per By-law No. 2012-039, as amended being the City's User Fees and Service Charges
  - (c) An emergency contact telephone number for the service required by Section 2.15 has been provided; and
  - (d) Approval for Municipal Consent has been issued and any conditions have been complied with, if applicable.
- (6) Where two (2) or more cuts are proposed, the Issuer of Permits may state the order in which the work is to be performed.
- (7) Notwithstanding subsection (1), where the work is of a major nature or duration and will cause general inconvenience to all the residents and businesses located beside or near the Right-of-Way where the work will occur, the Proponent shall consult with the Issuer of Permits as early as possible about the work prior to its commencement, taking into consideration the scale and complexity of the work.

## 2.2 Work Which Does Not Required A Permit

- (1) If it is the intent of the Applicant to complete work within a Right-of-Way that is minor and of very short duration, (i.e. does not cause any disruption to traffic flows, does not break ground and does not create a potential for damages to existing utilities), as determined at the sole discretion of the Issuer of Permits, then a Highway Occupancy Permit may not be required.
- (2) While engaged in work within the Right-of-Way that is minor in nature as determined by the Issuer of Permits, no persons shall disturb, damage or alter City lands whether or not a Highway Occupancy Permit is required.

## 2.3 Emergency Work

- (1) Subject to subsection 2.3 (2) hereof, where public safety or health, or a major business interruption in works is concerned, a road occupancy may be carried out without regard to the prior notification requirements of this by-law; All other requirements still apply.
- (2) Where an emergency road occupancy has been undertaken, the person or utility undertaking the road occupancy shall, on the same day the work is commenced, or if the City offices are closed, no later than the start of the next working day, notify by telephone (or fax or e-mail) the Issuer of Permits of the following:
  - (a) the name of the utility or contractor undertaking the road occupancy;

- (b) the nature of the work;
  - (c) the location of the road occupancy;
  - (d) the estimated duration of the work;
  - (e) the reason for proceeding without obtaining a Highway Occupancy Permit and without providing the required notice; and
  - (f) retroactively comply with all requirements of this By-law including obtaining a Highway Occupancy Permit;
- (3) The Issuer of Permits may require any or all information to confirm the validity of an emergency right-of-way occupancy. Should insufficient proof of an emergency be submitted the Applicant may be notified in writing that they are subject to the same restrictions and penalties as performing occupancy without a Highway Occupancy Permit.

#### 2.4 Application for Extension of Permit

- (1) Any person wishing to extend a Highway Occupancy Permit previously granted under this by-law, shall submit to the Issuer of Permits a written request noting reason for extension and revised completion date. Such request must be submitted at least ½ day prior to expiration of the existing Highway Occupancy Permit.
- (2) The Issuer of Permits may refuse to accept an extension request that is not received at least ½ day prior to expiration, or if the extension will conflict with other works already approved in the same vicinity, and shall not issue a an extension to the Highway Occupancy Permit.
- (3) Where the Issuer of Permits does not grant an extension, at his or her sole discretion, the Applicant shall vacate the Right-of-Way, and re-apply for a new Permit per the normal procedure.
- (4) Where the Issuer of Permits is satisfied that the Applicant is entitled to obtain a Highway Occupancy Permit under the provisions of this by-law, the Issuer of Permits shall prepare and issue a Highway Occupancy Permit to the Applicant.

#### 2.5 Notice Requirements for Right-of-Way and Road Occupancy

- (1) Where the work is of a major nature or duration and will cause general inconvenience to all the residents and businesses located beside or near the Right-of-Way where the work will occur, every Permit Holder or person responsible for the road occupancy shall, at least five (5) business days prior to commencing the work, provide in writing to every resident and business located beside or near the Right-of-Way where the work will occur for the following information:

- (a) description and rationale for the work;
- (b) the approximate start date;
- (c) the duration of the work;
- (d) access restrictions and service interruptions; and
- (e) contact information for the Permit Holder.

## 2.6 Warning Devices, Barricades and Traffic Signs

- (1) The Permit Holder shall supply, erect and maintain warning devices, barricades and traffic signs where applicable, in accordance with the Occupational Health and Safety Act, R.S.O. 1990, chap. O.1, as amended, and any applicable provincial traffic regulations, including but not limited to the Ministry of Transportation's Ontario Traffic Manual, Book #7 (Temporary Conditions).
- (2) If the Permit Holder fails to comply with subsection 2.5 (1) or 2.6 (1) hereof, the Issuer of Permits may order the erection and maintenance of any warning devices, barricades and signs considered necessary at the Permit Holder's expense, and the cost thereof shall be paid by the Permit Holder forthwith on demand.

## 2.7 Closure of Traffic

- (1) No person shall close or obstruct a Highway or portion of thereof to traffic unless authorized to do so by the Issuer of Permits
- (2) No Permit Holder shall close a highway to traffic or one direction of traffic on a highway unless:
  - (a) the written consent of the Issuer of Permits to the closing is obtained; and
  - (b) on behalf of the Permit Holder, the Issuer of Permits shall notify Ontario Provincial Police Service, Temiskaming Shores Fire Department and Ambulance Service, Temiskaming Transit, and any other person, department or agent requiring notice, from time to time affected by the occupancy, or the commencement and termination of the activity.
- (3) The Permit Holder shall supply, locate, relocate, erect, operate and maintain all traffic control, detour and information signs in accordance with the Traffic Control Plan and current edition of Ontario Traffic Manual - Book 7 (Temporary Conditions);

## 2.8 Form of Permit

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- (1) Every Highway Occupancy Permit shall contain the following information:
  - (a) the operating name of the business or person to whom the Highway Occupancy Permit is issued;
  - (b) the operating address of the premise or location for which the Highway Occupancy Permit is issued;
  - (c) the type of activity planned;
  - (d) the date of issue;
  - (e) the effective date and time of the Highway Occupancy Permit;
  - (f) the date and time of expiration;
  - (g) any other conditions if applicable;
  - (h) such requirements as needed given the nature of the work being undertaken on a Right-of-Way

## 2.9 Inspection

- (1) An Inspector may at all reasonable times enter on any land, for the purpose of carrying out an inspection to determine whether or not the provisions of this By-law, a direction or order, a condition of a Highway Occupancy Permit or an Order of the Court are being complied with.
  - (2) For the purposes of an inspection, an Inspector may:
    - (a) require the production for inspection of documents or things relevant to the inspection;
    - (b) inspect and remove documents or things relevant to the inspection for the purpose of making copies or extracts;
    - (c) require information from any person concerning a matter related to the inspection; and,
    - (d) alone or in conjunction with a person possessing special or expert knowledge, make examinations or take tests, samples or photographs necessary for the purpose of the inspection.
  - (3) Where a sample is taken, the sample shall be divided into two parts, and one part shall be delivered to the person from whom the sample is taken, if the person so requests at the time the sample is taken and provides the necessary facilities. If a sample has been taken and the sample has not been divided into two parts, a copy of any report on the sample shall be given to the person from whom the sample was taken.
  - (4) A receipt shall be provided for any document or thing removed and the document or thing shall be promptly returned after the copies or extracts are made.
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- (5) Where repeat inspections are required due to deficiencies in restoration, poor site conditions or safety concerns the permit holder will be subject to fees as determined.

#### 2.10 Stop Work Order

- (1) An Inspector or Issuer of Permits may at his or her discretion issue a stop work order.
- (2) Stop Work Orders are issued where an Inspector or Issuer of Permits finds an occupancy occurring that is not in accordance with the conditions of an issued Highway Occupancy Permit or where occupancy is taking place without a Highway Occupancy Permit.
- (3) A Stop Work Order may only be applied to the activity that constitutes the contravention. For instance, in cases of contravening a condition of a Highway Occupancy Permit, some of the work can be continued while only the violating activity can be ordered to cease. In cases where occupancy is taking place without a Highway Occupancy Permit, all work will stop, the area will be temporarily restored, and the proponent will vacate the area until a Highway Occupancy Permit has been obtained per the usual procedure. Permit fees for a Highway Occupancy Permit issued as a result of a Stop Work Order will be double the usual permit fees as established by By-law No. 2012-039, as amended being the City's User Fees and Service Charges
- (4) The Inspector shall take appropriate action against any person(s) who disobeys a Stop Work Order. Failure to comply with a Stop Work Order leaves the recipient liable to a fine.
- (5) A Stop Work Order shall be lifted once the issuer of the Stop Work Order or the Issuer of Permits determines that all contraventions of this by-law have been rectified.

#### 2.11 Non-Compliant Installations

- (1) Should any occupancy begin that is not in strict compliance with the conditions of the Highway Occupancy Permit and this by-law, the Permit Holder may be issued a stop-work order and may be required to perform temporary restoration and move all equipment and materials off-site until these requirements are met in-full and Highway Occupancy Permit may be cancelled, at the sole discretion of the Engineering Department.
  - (2) Depending on the severity of the infraction, the issuance of new Highway Occupancy Permits to the same Permit Holder may be withheld or delayed, at the sole discretion of the Engineering Department, until the infraction has been addressed by the Permit Holder to the satisfaction of
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the Public Works Department.

- (3) Where utilities are found to be installed without a valid Highway Occupancy Permit and/or in a location other than that approved by the Engineering Department, the Proponent / Permit Holder may be required to remove the utilities immediately, at its own expense. Restoration shall be performed in accordance with the procedures outlined in the Highway Occupancy Permit.

#### 2.12 Posting of Permit

- (1) No Permit Holder shall work at a job site without the Highway Occupancy Permit on-site and available for inspection.
- (2) The Permit Holder shall, if requested, display at the job site an easily read sign showing the names of:
  - (a) the Permit Holder;
  - (b) the person(s) or contractor undertaking the work; and
  - (c) the name of the entity for which the work is being done

#### 2.13 Telephone

The Permit Holder shall maintain and answer a telephone at all times (24 hours, seven days-a-week) during the period for which the Permit Holder is responsible for the occupancy, including the warranty period, so that the City can advise the Permit Holder of any necessary repairs to the road cut or other infrastructure that may have been damaged as a result of the occupancy.

#### 2.14 Refusal to Grant a Permit

- (1) The Issuer of Permits may refuse to grant a Highway Occupancy Permit to any Applicant for any of the following reasons:
    - (a) persistent and/or serious violations of any condition of a Highway Occupancy Permit previously issued to the Applicant, or of any provisions of this by-law applicable to a Highway Occupancy Permit previously issued hereunder;
    - (b) non-payment or late payment of monies due to the City as a result of inspection, or of any necessary work undertaken by the City, in the course of administering any provision of this by-law;
    - (c) where roadway construction, reconstruction or resurfacing has occurred within the previous three years of the proposed road cut;
    - (d) such other reason as the Issuer of Permits may deem proper which
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reason shall be delivered in writing to the Applicant if so requested.

## 2.15 Suspension/Revocation

- (1) Any Highway Occupancy Permit issued pursuant to this by-law may be suspended or revoked by the Issuer of Permits upon giving written notice to the Applicant for the following reasons:
  - (a) a violation of any condition of the Highway Occupancy Permit or of any provision of this by-law;
  - (b) a violation of any provision of any other law relating to the work;
  - (c) the existence of any condition or the doing of any act constituting or creating a nuisance or endangering the lives or properties of others;
  - (d) where the Highway Occupancy Permit has been issued on mistaken, false or misleading information; and
  - (e) where the work is not carried out in a diligent and workmanlike manner.
- (2) The Issuer of Permits may, in his sole and unfettered discretion, grant a period of not more than seven days to correct the violation or condition.
- (3) Upon notice of such Highway Occupancy Permit being revoked, the Permit Holder must immediately cease and desist from carrying out any additional activities allowed under the Highway Occupancy Permit and immediately restore the highway or portion thereof to City of Temiskaming Shores Standards as set out in this by-law. Such restoration shall be carried out at the Permit Holder's sole expense, and if the Permit Holder should fail to carry out such restoration, such highway shall be restored to City of Temiskaming Shores Standards by the City as necessary, and the entire cost of so doing shall be paid by the Permit Holder. When such restoration is completed, the Permit Holder may reapply for a new Highway Occupancy Permit.

## 2.16 Insurance

- (1) Every Applicant for a Highway Occupancy Permit shall provide and maintain Comprehensive/Commercial General Liability insurance acceptable to the City and subject to limits of not less than two million dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Such Comprehensive/Commercial General Liability insurance policy shall be in the name of the Applicant and shall name the City of Temiskaming Shores as an 'additional insured'. The insurance policy shall remain in place until all warranty requirements are fulfilled.
  - (2) The insurance policy referred to in subsection (1) hereof shall contain an
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endorsement to provide the City with thirty (30) days written notice of cancellation.

#### 2.17 Indemnification

A Highway Occupancy Permit is issued subject to the condition that the Permit Holder shall indemnify the City and each of its officers, agents, servants and workers from all causes of action, loss, costs or damages arising from the execution, non-execution or imperfect execution of any work authorized by this by-law whether with or without negligence on the part of the Permit Holder or the officers, agents, servants or workers of the Permit Holder.

#### 2.18 Snow Removal and De-Icing

- (1) Where the Permit Holder's work impedes snow removal and de-icing by the City on areas where vehicular and pedestrian traffic are being maintained, as reasonably determined at the sole discretion of the Public Works Department, the Permit Holder shall be responsible for providing ice and snow removal services within the limits of the work site. Such areas shall be cleared of ice and snow to the satisfaction of the Transportation and Public Works Department.
- (2) Should the Permit Holder fail to complete the required snow removal services and de-icing within the set deadlines, the City, without any notice to the Permit Holder, may arrange for the snow and ice to be removed by others. All costs incurred by such removal shall be charged to the Permit Holder.

#### 2.19 Fees and Security

- (1) The fees for the Highway Occupancy Permit, and for any inspections required under it, shall be such amount as determined in the City of Temiskaming Shores By-law No. 2012-039, as amended being the City's User Fees and Service Charges Review and shall be due and payable to the City of Temiskaming Shores at the time of application. No Highway Occupancy Permit shall be issued, or inspection carried out until such fees have been paid and there shall be no refund of any fees for any cause.
  - (2) The Permit Holder shall maintain or repair the work completed under the terms of the Highway Occupancy Permit as set out in Section 2.0 General Provisions, until accepted as satisfactory by the Issuer of Permits and shall restore the Right-of-Way to City of Temiskaming Shores Standards. To guarantee the restoration, the Permit Holder shall deposit with the City of Temiskaming Shores Security in a form acceptable to the City of Temiskaming Shores, to cover the faithful performance of the terms of the Highway Occupancy Permit including maintenance, repair and restoration carried out by the Permit Holder and every other obligation arising under
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and imposed upon the Permit Holder by this by-law or any Highway Occupancy Permit, as determined by the Issuer of Permits. Such Security shall be provided forthwith prior to the issuance of any Highway Occupancy Permit and in such amount as determined by the Issuer of Permits.

#### 2.20 Times of Work

- (1) Work may only take place during the times specified on the Highway Occupancy Permit or as otherwise specified by the Issuer of Permits. Restrictions may vary for different directions of travel on the same street and work may be prohibited at specific times and dates in order to coordinate with or avoid other work or events in the area.
- (2) At most locations, typical working hours will be between the hours of 7 A.M.–7 P.M. from Monday to Friday, but may also take place from 7 A.M.–7 P.M. on Saturday. No work will be permitted on Sunday or statutory holidays. Specific exceptions to the above noted typical times may be granted if required, at the sole discretion of the Issuer of Permits, depending on the circumstances of the individual work.
- (3) The work site shall be adequately protected and secured at all times.

#### 2.21 Site Conditions

- (1) The Permit Holder is responsible for maintaining the work site and surrounding area free of dust and mud. The Permit Holder shall clean the road and sidewalks as required to the satisfaction of the Public Works Department.
  - (2) Prior to the start of any construction activity, filter cloth shall be placed between the frames and covers of all catch basins within the immediate area to prevent the entry of construction dirt and debris.
  - (3) The Permit Holder shall keep the site and work in as tidy a condition as practicable and to the satisfaction of the City. The Permit Holder shall not deposit any material on any portion of street, sidewalk, boulevard, grass plot, or other City property, without the permission of the City, and shall remove same without delay when and as directed by the City. Upon completion of the work, the Permit Holder shall remove all surplus materials as well as any rubbish accumulated on account of the work, make good any defects or damage and shall leave the site in a condition satisfactory to the City.
  - (4) Should the Permit Holder fail to comply with this requirement and maintain the street in a satisfactory condition, the Engineering Department, acting reasonably, without further notice, may issue a stop work order, cancel the
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Highway Occupancy Permit, charge the Permit Holder under applicable Bylaws and/or arrange for the site to be cleaned immediately by others. All costs incurred in cleaning the dust and mud resulting from the Permit Holder's work shall be charged to the Permit Holder.

## 2.22 Watermain

- (1) The Permit Holder shall not operate watermain valves, service water valves and/or hydrants. If operation of any water supply valves is required, the Permit Holder must contact the City of Temiskaming Shores Environmental Services Division by phone.
- (2) No person shall operate valves, hydrants or interfere with a potable water system in any manner that will cause the water to become non-potable.

## 2.23 Transferability

A Highway Occupancy Permit is not transferable without the written consent of the Issuer of Permits.

## **3.0 Road Work Provisions**

### 3.1 General Permit Requirements

- (1) The Permit Holder shall open a road cut in such a manner as to do the least possible damage to the Highway and to any utility or municipal service.
  - (2) The work shall proceed expeditiously and no Permit Holder shall allow a road cut to remain open for more than twenty-four (24) hours unless the work is actively in progress.
  - (3) The site shall be kept clean and safe, and sources of dust and mud controlled at all times until the final reinstatement has been completed. All dust and mud nuisance that is tracked from the site shall be promptly cleaned.
  - (4) The Permit Holder and contractor shall comply with and be bound by the provisions of the Occupational Health and Safety Act, R.S.O. 1990, Chap. 0.1, as amended.
  - (5) All persons employing or using trucks or other vehicles entering or leaving construction sites for any purpose whatsoever, shall immediately remove from the Highway any rubbish, earth, or other material which has fallen from such vehicles.
  - (6) The Permit Holder and contractor shall comply with and be bound by the provisions of the Ministry of Transportation's Ontario Traffic Manual, Book
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7 (Temporary Conditions).

3.2 Excavated Material and Road Cut Methods

- (1) No Permit Holder shall place, cause or allow the placement of material or equipment on any Roadway or Sidewalk at any time or in a location where it will cause damage to the infrastructure it is placed upon, and/or create a traffic or safety hazard unless authorized to do so by the Issuer of Permits.
  - (2) Except as permitted by the City, where multiple road cuts are required with a separation distance of equal to or less than fifteen (15) meters it shall be required that the permit holder reinstate the road cuts and resurface the entire width of the roadway for the entire distance between the outer edges of the most extreme road cuts.
  - (3) Where a cut is made in any concrete surface, the Permit Holder shall break out and remove all concrete:
    - (a) to the nearest expansion joint, or contraction joint, using a concrete saw if necessary, to provide on all sides of the cut, a clean vertical surface; or
    - (b) as specified by the Issuer of Permits.
  - (4) Where a road cut is made in asphalt pavement, the asphalt shall be cut with a mechanical cut device to produce:
    - (a) a rectangular opening with edges which are vertically straight; and
    - (b) a cut, which is large enough to accommodate the proposed works without undermining the adjacent asphalt pavement.
  - (5) Where boring, directional drilling, jacking or tunneling is used for any subsurface road cut:
    - (a) the method used shall be approved by the Issuer of Permits; and
    - (b) if a cave-in, settlement or heaving results therefrom, the surface in the affected area shall be removed and reinstated by the Permit Holder in accordance with this by-law to the satisfaction of the Issuer of Permits.
  - (6) Where two (2) or more connections for sewer or water are to be made, the Issuer of Permits may state the order in which these connections are made. The lowest utility should be generally built first.
  - (7) All works shall be completed to City of Temiskaming Shores Standards and Ontario Provincial Standards. City of Temiskaming Shores Standards shall take precedence over Ontario Provincial Standards.
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### 3.3 Reinstatement and Backfill Requirements

- (1) The Permit Holder shall be responsible for:
    - (a) the temporary reinstatement of a road cut subject to the provisions of this by-law;
    - (b) the maintenance of temporary reinstatements, as provided for in this Bylaw, on every road cut which on or after November 15th in any year is not in a condition to be permanently reinstated, and is carried over for permanent reinstatement prior to June 1st of the following year;
    - (c) payment to the City for its inspection charges as determined by the City's Public Works Department.
  - (2) All reinstatements shall be done to current City of Temiskaming Shores Standards and O.P.S.S. standards. City of Temiskaming Shores Standards shall take precedence over Ontario Provincial Standards
  - (3) A Highway shall be reinstated with,
    - (a) the same type of material, except for deleterious material, and to the same thickness as the adjoining construction when originally constructed; or
    - (b) material of a thickness that has been approved by the City of Temiskaming Shores.
    - (c) all reinstatements shall be to the satisfaction of the City of Temiskaming Shores
    - (d) on all arterial and collector roads only non-compressible backfill shall be used at any time; and
    - (e) After November 15th of each year until June 1st of the following year only non-compressible backfill shall be used unless otherwise approved by the Issuer of Permits.
  - (4) Temporary surfacing of a roadway with asphalt, concrete, or surface treated surface shall meet the following requirements:
    - (a) the road cut shall be temporarily reinstated immediately after backfilling is completed;
    - (b) the reinstatement shall be to the same level as the adjacent surface; and
    - (c) prior to the highway being opened to traffic, the top forty (40mm) millimeters of the road cut shall be surfaced with hot mix asphalt, concrete, or, if hot mix asphalt is unavailable, with emulsified cold mix
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asphaltic material, all hand-tamped or rolled to a smooth, flat condition using commonly accepted practices and standard tamping or rolling equipment.

### 3.4 Pavement Cut Fees

- (1) Any person or corporation who completes a road cut without Highway Occupancy Permit or fails to identify the road cut through the permit application process shall be liable for any additional fees as assessed by the City.
- (2) Outstanding or unpaid fees shall be paid to the City prior to any further Highway Occupancy Permits being granted by the Issuer of Permits.

### 3.5 Testing

- (1) The Issuer of Permits may at any time require a Permit Holder to provide at the Permit Holder's expense:
  - (a) Test reports, from a testing laboratory satisfactory to the Issuer of Permits, showing the degree of compaction that has been achieved; or
  - (b) a certificate from an engineer, or from a testing laboratory satisfactory to the Issuer of Permits, certifying that the backfilling procedures have been performed in accordance with this by-law.
- (2) All testing required shall be completed in accordance with OPSS.

### 3.6 Reporting Damage/Impact to Existing Utilities

- (1) Any impact on existing utilities including, but not limited to, the protective coating, support, cathodic protection or the housing of the utilities, shall be reported to the Public Works Department and applicable Utility Company immediately.
- (2) The utilities shall remain exposed, with the excavation properly supported, until the utilities owner has assessed the damage and made a repair or authorized the Permit Holder to proceed.

### 3.7 Completion of Work

Upon completion of the temporary surfacing or permanent reinstatement of the road cut, all excess material shall be removed from the area of the road cut and the area shall be left in a safe, neat and clean condition, similar to the condition of the highway as it was found, all to the satisfaction of the Issuer of Permits.

## 4.0 Trenchless Installations

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- (1) Where the work being undertaken uses trenchless installation methods, preservation and protection of existing facilities shall be according to OPSS 491.
- (2) Minimum horizontal and vertical clearances to existing facilities as specified in OPSS shall be maintained. Clearances shall be measured from the nearest edge of the largest back reamer required to the nearest edge of the facility being paralleled or crossed.
- (3) Existing underground facilities shall be exposed to verify its horizontal and vertical locations when the bore path comes within 1.0 m horizontally or vertically of the existing facility. Existing facilities shall be exposed by non-destructive methods. The number of pilot holes required to monitor work progress and the proposed location of such pilot holes must be clearly depicted on the application drawing. All pilot holes and any other damage to the street infrastructure shall be restored as per the requirements of this By-Law.

## **5.0 Protection of Trees**

Any construction activity in the vicinity of existing trees shall make every effort to protect said trees and maintain optimum growing conditions in strict compliance with good arboricultural practice.

## **6.0 Utility Companies**

### **6.1 Service Drops (including Temporary)**

- (1) Temporary service drops shall be permitted as a means to supply servicing to a resident with the permanent service being installed at a future date. Installation of cables shall be performed in a manner that ensures the safety of residents, pedestrians, and vehicles and placed with due regard for aesthetics. When within the Boulevard, a cable shall be shallow depth buried such that it does not constitute a tripping hazard. Cables shall not cross sidewalks, driveways or walking paths along the surface. When crossing a road, sidewalk, driveway or walking path, the height of the cable shall be no less than 4.5 metres. Cables shall not lie unprotected on the ground at any location. Cables shall be strung using trees.
  - (2) A cable shall not cross over a property not being fed by this cable without consent of the affected property owner.
    - Notification must be given to all residents of all properties affected by the temporary service connection including an estimated date of permanent service installation and removal of the temporary cable.
-

- All infrastructure including, but not limited to, utility pedestals, cables, supports and access points shall remain in a closed and safe condition at all times.
- (3) The Permit Holder shall make its best effort to install the permanent service as soon as possible. In the winter or early spring, frost conditions may delay the permanent installation; however, in general, temporary service drops shall be removed within 45 days.
- (4) Immediately upon installation of the permanent service, regardless of whether or not restoration has been completed, all materials and equipment associated with the temporary service drop shall be removed from the site.

## 6.2 Restorations

- (1) Upon completion of the Utility Companies work, the City will complete all final restoration works within thirty (30) days during the restoration period of May 1st to November 14th of each year, all costs associated with the final restoration works will be invoiced to each individual Utility Company on a monthly basis.
- (2) Upon completion of the Utility Companies work, the maintenance of the temporary restorations, as provided for in this by-law, shall be the responsibility of the Utility Company till the time that all final restorations are completed by the City.
- (3) Final restorations works will not be completed during the period of November 15th in each year to April 30th of the following year; the Utility Company shall be responsible for the temporary reinstatement during this time period.

## 7.0 Cut Failure and Warranties

### 7.1 Warranty

- (1) For temporary reinstatement of the Highway, a Permit Holder is responsible for,
  - (a) the repairs necessary to correct any road cut considered under the Ontario Minimum Maintenance Standards for Municipal Highway, OPSS and City of Temiskaming Shores Standards as applicable.
- (2) Following permanent reinstatement of the Highway a Permit Holder is responsible for,
  - (a) the repairs necessary to correct any settlement or surface

deterioration for a warranty period of twenty four (24) months following the date of acceptance by the City of final reinstatement of the highway, being the last time the Permit Holder repaired the road cut; and

- (b) any costs incurred by the City for any temporary and permanent surface repairs resulting from improper backfilling or compaction of the Highway or deficient materials.
- (3) If the Permit Holder has not done the work referred to in section 7.1 subsection
  - (4) hereof within twenty four (24) hours notification, the Issuer of Permits may order the work to be done at the Permit Holder's expense. All costs incurred by the City shall be paid by the Permit Holder forthwith on demand; failing to do so all costs shall be deducted from the security.

## 7.2 Emergency Repairs

- (1) If the Issuer of Permits is of the opinion that a road cut reinstatement or lack of reinstatement, has created an emergency situation which can cause damage to vehicles or endanger the public, the Issuer of Permits may protect the area and:
  - (a) make immediate repairs; or
  - (b) telephone the Permit Holder using the telephone service provided by the Permit Holder as required by Section 2.15, advising the Permit Holder as to the repair work which must be carried out.
- (2) Permit Holder is required to complete emergency repairs within 24 hours of being notified by the Issuer of Permits.
- (3) All work done by the City pursuant to section 7.2 subsection (1) hereof shall be at the expense of the Permit Holder and the costs of the City shall be paid by the Permit Holder forthwith on demand failing which the costs shall be deducted from the security.

## 7.3 Responsibility for Claims and Maintenance

- (1) A Permit Holder shall be responsible for all loss or damages arising from the work done by or for the Permit Holder.
- (2) Where a Highway or Utility on the Highway has been damaged by a Permit Holder, the City or the Utility respectively has the sole responsibility for deciding who shall carry out the repairs.

## 8.0 Boulevard Areas

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Except as permitted by the City, no persons shall alter, cause to be altered or permit to be altered by any means a Boulevard within the City of Temiskaming Shores without complying with this By-Law.

### **9.0 In-Fill Lots**

Every person constructing property on an in-fill lot shall adhere to the conditions of this by-law.

### **10.0 Demolition of Property**

Every person demolishing a structure on a property shall adhere to the conditions of this by-law.

### **11.0 Sump Pumps and Private Drains**

- (1) No person shall install a sump pump or private drain outlet on City property without direct written consent by the Issuer of Permits.
- (2) A person(s) may install a private drain if the design has been approved through site plan control.

### **12.0 Enforcement**

- (1) A Municipal Law Enforcement Officer, Provincial Offences Officer, Police Officer, or other duly appointed individual shall enforce the provisions of this By-law.
- (2) No person shall obstruct, hinder, or otherwise interfere with an Inspector or other duly appointed individual in the lawful carrying out of their duties and responsibilities under the provisions of this By-law.

### **13.0 Penalties**

- (1) Every person who contravenes any provision of this by-law is guilty of an offence and liable on conviction to a penalty not exceeding \$5,000, exclusive of costs and the provisions of the Provincial Offences Act, R.S.O 1990, c P.33, as amended, shall apply to said fine.
  - (2) Every person who contravenes the provisions of any section of this By-law and every Director or Officer of a Corporation, who knowingly concurs in the contravention by the Corporation, is guilty of an offence under the provisions of the Municipal Act, 2001, S.O. 2001, c.25.
  - (3) Every person who contravenes the provisions of any section of this by-law and every Director or Officer of a Corporation, who knowingly concurs in the contraventions by the Corporation, is guilty of an offence and liable on
-

conviction to a penalty where the minimum fine shall not exceed \$500 and a maximum fine shall not exceed \$100,000 exclusive of costs under the provisions of the Municipal Act 2001, S.O. 2001, c. 25 as amended;

- (4) For the purpose of continuous offences, every person who contravenes any provision of this by-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$10,000, exclusive of costs under the provisions of the Municipal Act, 2001, S.O. 2001, c. 25 as amended.
- (5) Notwithstanding the provisions of the Municipal Act, 2001, S.O. 2001, c. 25, as amended the total of all daily fines for the offence is not limited to \$100,000.
- (6) For the purpose of multiple offences, every person who contravenes any provision of this by-law and every Director or Officer of a Corporation who knowingly concurs in the contravention of a by-law of the Corporation is guilty of an offence and liable on conviction to a penalty not exceeding \$10,000, exclusive of costs under the provisions of the Municipal Act, 2001 S.O. 2001, c. 25 as amended.

#### **14.0 Exemptions**

- (1) The City Manager of The Corporation of the City of Temiskaming Shores may grant an exemption to any person from any provision of this By-law and impose conditions for such exemption as may be considered reasonable and necessary, provided such exemption does not interfere with the general integrity of this by-law.
- (2) Utility Companies will be exempted from all provisions of this By-law with an approved Municipal Access Agreement and/or Franchise Agreement in place with the City of Temiskaming Shores

#### **15.0 Severability**

Should any section of this by-law be declared by a Court of competent jurisdiction to be ultra vires or illegal for any reason, the remaining parts shall nevertheless remain valid and binding, and shall be read as if the offending section or part had been struck out.

#### **16.0 Transition**

Every Highway Occupancy Permit issued prior to enactment of this By-law continues in force and shall be deemed to be issued under this By-law for regulatory and enforcement purposes.

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**17.0 Short Title**

This By-law may be cited as the "Highway Occupancy Permit By-law".

**18.0 Scope and Authority**

Where a matter is subject to provincial regulation, any provision of this By-law is without effect to the extent that it prohibits or regulates the matter in substantially the same way as or in a more restrictive way than the provincial regulation.



## CITY OF TEMISKAMING SHORES HIGHWAY OCCUPANCY PERMIT

APPLICATION DATE:	PERMIT NO.

OWNER (Proponent/Company/Organization)			CONTRACTOR		
Owner:	Contact:		Contractor:	Contact:	
Address:			Address:		
City:	Prov:	Postal:	City:	Prov:	Postal:
Phone:	Cell:		Phone:	Cell:	
Email:			Email:		

### PERMIT INFORMATION:

Schedule Dates:	From:	To:	Time:	to	<b>UTILITY REFERENCE #</b>
Comments:					
Primary (Site) Contact:		Primary (Site) Phone:			

### LOCATION/ACTIVITY INFORMATION

Road Name:					
Between Roads:			And:		
Activity Description:					
Excavation: (check all that apply)	Asphalt <input type="checkbox"/>	Sidewalk <input type="checkbox"/>	Curb & Gutter <input type="checkbox"/>	Boulevard <input type="checkbox"/>	Median <input type="checkbox"/> None <input type="checkbox"/>
Length (m):	Width (m):		Depth (m):		
Closure Type:	None <input type="checkbox"/>	Full Closure <input type="checkbox"/>	Lane Closure <input type="checkbox"/>	Parking Lane <input type="checkbox"/>	Sidewalk <input type="checkbox"/>
Description of lane/sidewalk restriction:					

### CONDITIONS OF APPROVAL:

1. The applicant shall obtain and maintain in force a policy of public liability and property damage insurance, naming the City of Temiskaming Shores as “additional insured” with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and provide evidence of such coverage to the City of Temiskaming Shores before starting work.
2. All Road and/or lane closures must conform to Ontario Traffic Manual, Book 7, and Temporary Conditions.
3. Notify the City:
  - a. Of any change in the description of work
  - b. Of any change in the time period for work
4. This permit (approved) must be present at the work zone at all times.
5. Must provide proper signs and safe passage / detour for pedestrians and cyclists.
6. Contractor must ensure the work area and right-of-way is restored & safe at the end of each day.
7. Full temporary restorations to be completed immediately to the satisfaction of the City of Temiskaming Shores.

The Proponent, the Contractor, their heirs, executors, administrators and assigns will indemnify and save harmless the City from any and all claims, demands, suits, actions and judgements made, brought or recovered against the City and from all loss, costs, damages, charges or expenses that may be incurred, sustained or paid by the City by reason of the granting of the Highway Occupancy Permit, including any loss resulting from any violation under the Occupational Health and Safety Act, R.S.O. 1990, c. O.1, together with defence costs, fines and penalties. The Contractor shall be considered the “constructor” for the purposes of the Occupational Health and Safety Act. The indemnity provisions of this Agreement shall survive the termination of the Agreement.

This Highway Occupancy Permit is conditional upon the Owner (Proponent) or Contractor signing below and agreeing to the conditions listed above. The City of Temiskaming Shores confirms that electronic signature of this documents is acceptable.	
<b>Print Name:</b>	<b>Signature:</b>

Form to be submitted to the City as follows: by email to [dwalsh@temiskamingshores.ca](mailto:dwalsh@temiskamingshores.ca) and/or in person

## Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director – Public Works  
**Date:** August 14, 2018  
**Subject:** Ontario Community Infrastructure Fund – 2018 Top-up Fund Application  
**Attachments:** 01 - Temiskaming Shores 2018 OCIF Allocation Notice

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Mayor and Council:

During the 2016 Provincial Budget deliberations, the Province announced that the total funding being made available through the Ontario Community Infrastructure Fund (OCIF) would increase from \$100 million per year to \$300 million per year by 2018-19.

On July 4, 2016 the Province of Ontario launched the expanded Ontario Community Infrastructure Fund (OCIF) program which will continue to provide support for municipal infrastructure projects by increasing the amount of stable, predictable formula-based funding from \$50 million per year to approximately \$95 million in 2017, \$130 million in 2018 and \$200 million per year in 2019 and thereafter.

For Temiskaming Shores, the formula based funding allocation within the expanded Ontario Community Infrastructure Fund, for 2019 and 2020 is projected to be as follows:

- 2019 proposed formula allocation \$318,735
- 2020 proposed formula allocation \$334,319

Also included in the announcement was the re-designing of the application-based component to act as a “top-up” component allowing smaller municipalities with critical infrastructure projects to submit proposals to bring their total OCIF funding up to a maximum of \$2 million over two years. (The Top-up Funding cap available to eligible recipients will be calculated by combining the following two years formula based allocation (i.e. 2019 plus 2020) and subtracting that from a two million dollar total OCIF allocation.)

Based on correspondence received from the Ontario Community Infrastructure Fund (OCIF) the City of Temiskaming Shores is eligible to apply for up to \$1,346,946 of a project's eligible costs from the top-up funding in 2018. The applications must be submitted by August 28<sup>th</sup>, 2018 with funding announcements anticipated in the spring of 2019.

This competitive application process will assess nominated projects primarily on their critical health and safety aspects; however, an assessment of the applicant's Asset Management Plan will also be considered as part of the review and assessment of the applications, leading to a decision on project funding.

Currently, the City has the Albert Street Reconstruction project “shovel ready” with the detailed design and the Environmental Compliance Approval completed and ready for the tendering process.

The Albert Street Reconstruction project includes the total reconstruction of Albert Street, from Rorke Ave to Bruce Street, including all buried infrastructure and appurtenances as well as the roadway sub-base, base and surface as well as the extension of the STATO Trail from Georgina Ave to Bruce Street. The total length of the project is approximately 570 metres with an estimated construction cost of \$3.07M. This project is deemed to be one of the higher priority projects in the municipality, however, was not included in the first version of the Asset Management Plan.

At this time City staff is working on the “next edition” of the City’s Asset Management Plan (AMP) and this project would be rated very high in the priorities that should be addressed based on health & safety concerns as well as current infrastructure and roadway conditions.

At the August 9, 2018 Public Works Committee meeting, the “*Reconstruction of Albert Street Project*” was discussed and it was outlined that with the 2019 & 2020 OCIF formula based funding and a successful OCIF Top-up Funding application, the City would be required to contribute approximately \$1,007,000 toward the estimated cost of the project.

The Committee recommended that the “*Reconstruction of Albert Street Project*” be considered as the City’s priority project and that Council consider the recommendation in the form of a resolution supporting the submission of the 2018 OCIF Top-up Funding application, and that the application be submitted prior to the August 28, 2018 deadline.

Prepared by:

Reviewed by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

\_\_\_\_\_  
G. Douglas Walsh  
Director of Public Works

\_\_\_\_\_  
Laura Lee MacLeod  
Treasurer

\_\_\_\_\_  
Tammie Caldwell  
City Manager (A)

Ministry of Agriculture,  
Food and Rural Affairs

Ministère de l'Agriculture, de  
l'Alimentation et  
des Affaires rurales



4<sup>th</sup> Floor  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tel: 519-826-3419  
Fax: 519-826-3398

4<sup>e</sup> étage  
1 Stone Road West  
Guelph, Ontario N1G 4Y2  
Tél. : 519-826-3419  
Télec. : 519-826-3398

Dear Chief Administrative Officer, Clerk or Treasurer

As part of the largest infrastructure investment in Ontario's history, the province is committed to helping rural communities improve vital local infrastructure. That's why we are tripling the Ontario Community Infrastructure Fund (OCIF) annually to \$300 million by 2019, which includes providing communities like yours with more stable, predictable and bankable OCIF formula funding.

I am pleased to inform you that we are now accepting proposals for the 2018 intake of OCIF Top-Up Application funding. This intake will provide approximately \$100 million to help communities address larger critical infrastructure projects. **The City of Temiskaming Shores is eligible to apply for up to \$1,346,946.** I ask that you share this information with your council as appropriate.

Your community may submit one project proposal, either individually or in partnership with another community. The deadline for submitting proposals for the OCIF Top-Up Application intake is Tuesday August 28, 2018 at 5 p.m. Eastern Daylight Time.

Please note that this is a competitive application process that will assess projects primarily on their critical health and safety aspects. An assessment of the applicant's asset management plan and funding need will also be considered as part of this process. The 2018 program guidelines have been revised to provide additional information on the technical assessment process for each project category.

To consult the program guidelines please visit: [www.ontario.ca/municipalinfrastructure](http://www.ontario.ca/municipalinfrastructure). The application form will be made available on this website shortly. Should you have any questions about the application process or your project proposal, please contact your project analyst Joseph Dubonnet at (519) 826-4164 or via email at [Joseph.Dubonnet@ontario.ca](mailto:Joseph.Dubonnet@ontario.ca).

With the municipal elections scheduled to take place on October 22, 2018 and the restrictions placed on municipal council in accordance with section 275 of the *Municipal Act, 2001*, you are encouraged to submit your application as early as possible to mitigate potential constraints in advance of or following a potential municipal election.

Sincerely,

A handwritten signature in blue ink that reads "Brent Kennedy".

Brent Kennedy  
Director, Rural Programs Branch



# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director – Public Works  
**Date:** August 14, 2018  
**Subject:** Lakeshore Road North Resurfacing  
**Attachments:** Appendix 01 – Administrative Report PW-026-2018  
Appendix 02 – 2018 Roadway Paving / Patching Summary to July 31, 2018

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Mayor and Council:

During the 2018 Budget deliberations, Council considered a number of roadway sections recommended for surface upgrades by the Public Works Committee. A total of \$1,085,710 was approved for capital expenditures on the roadways outlined in Appendix 01 and \$200,000 was approved for patching within the departments operations budget.

As noted in Appendix 01, the expenditures related to the planned capital work have been monitored with hopes of carrying out additional work on Lakeshore Road North commencing at Radley Hill Road. The extent of the work was to be determined and approval to proceed, using any funds available, previously approved by Council was to be obtained prior to commencing.

Appendix 02 summarizes the current status of the approved projects and budgets and outlines the estimated cost to complete the milling and resurfacing of Lakeshore Road North from Radley Hill Road northward for a distance of approximately 520 metres.

Miller Paving has provided an estimate of \$206,000 plus applicable taxes (\$209,550 - net HST) to complete the work recommended within the above noted limits. The Capital Budget currently has a projected surplus of \$130,818 and the “patching” item in the Operations Budget has an estimated \$80,000; both previously approved by Council, which could be utilized to address the significant deformations along this section of roadway.

Following a review and discussion of the above noted information at the Public Works Committee meeting held on August 14<sup>th</sup>, the Committee recommended that Council consider the approval of the resurfacing work on Lakeshore Road North from Radley Hill Road, northward for a distance of approximately 520 metres, utilizing the surplus funds previously approved in the Capital Budget and savings within the Operating Budget, to be transferred to the Capital Budget, for the completion of the work.

Prepared by:	Reviewed by:	Reviewed and submitted for Council’s consideration by:
“Original signed by”	“Original signed by”	“Original signed by”
<hr/> G. Douglas Walsh Director of Public Works	<hr/> Laura Lee MacLeod Treasurer	<hr/> Tammie Caldwell City Manager (A)



**Subject:** 2018 Roadway Resurfacing Program

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

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### **Attachments**

**Appendix 01:** Memo 010-2018-PW

**Appendix 02:** Proposed 2018 Roadway Resurfacing Program

**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

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

### **Background**

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

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

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

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

### **Analysis**

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

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

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

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

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

### **Relevant Policy / Legislation / City By-Law**

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

### **Asset Management Plan Reference**

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

**Consultation / Communication**

- Discussion at Public Works Committee on August 31, 2017, Item 8 – Presentation by Miller Paving
- Discussion at Public Works Committee on October 12, 2017, item 10.1 2018 Capital Budget Wish List
- Discussion at Public Works Committee on January 18, 2018, Item 11 – 2018 Roads Program – PWO-RFP-002-2018 Roadway Rehabilitation Services
- Discussion at Public Works Committee on March 8, 2018 Item 9.18 – Recommendation PW-2018-005-2018 Roads Program – PWO-RFP-002-2018 Roadway Rehabilitation Services to be presented to Council
- Memo 010-2018-PW – March 20<sup>th</sup>, 2018 – 2018 Roads Program
- Resolution 2018-146 – March 20<sup>th</sup>, 2018 – Confirmation of funding and proposed road sections for 2018 Roads Program.
- Public Works Committee on April 19, 2018, Item 8. Presentation by Miller Paving
- Administrative Report PW-025-2018 to Council, dated May 2<sup>nd</sup>, 2018

**Financial / Staffing Implications**

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

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

The costs associated with the 2018 Roadway Resurfacing Program work outlined in **Appendix 02** have been estimated as noted below and are within the current allocated budget as follows;

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

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

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

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

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

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

### **Alternatives**

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

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
G. Douglas Walsh, CET  
Director of Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager



## Memo

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

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Mayor and Council:

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

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

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

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original Signed by"

"Original Signed by"

\_\_\_\_\_  
Douglas Walsh  
Director – Public Works

\_\_\_\_\_  
Christopher W. Oslund  
City Manager

## 2018 Roadway Resurfacing Program

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

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

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

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

### West Road – \$702,500 (estimated)

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

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

#### b) Ramsey Road to Quarry Road

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

#### c) Quarry Road Intersection

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

d) Quarry Road to Niven Street

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

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

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

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

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

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

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

\*Under separate Budget item.

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

**Further Considerations**

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

**Potential Credits \$ 40,500**

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

The Corporation of the City of Temiskaming Shores

By-law No. 2018-000

Being a by-law to enter into an agreement with  
Miller Paving Limited for the 2016 Roadway  
Surfacing Program within the City of Temiskaming Shores

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

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

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

**And whereas** Council considered Administrative Report No. PW-026-2018 at the May 1, 2018 Regular Council meeting and directed staff to prepare the necessary by-law and agreement with Miller Paving Limited for the 2018 Roadway Resurfacing Program on various roadway sections in Temiskaming Shores at an upset limit of \$1,031,840.00 plus applicable taxes for consideration at the May 1, 2018 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Paving Ltd. for the 2018 Roadway Resurfacing Program contact in the amount of \$1,031,840.00 plus applicable taxes, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 1<sup>st</sup> day of May, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen





Schedule "A" to

**By-law 2018-000**

Agreement between

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

and

**Miller Paving Limited**

for the 2018 Roadway Resurfacing Program

**This agreement** made in duplicate this 1<sup>st</sup> day of May 2018.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

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

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

**Article II:**

The Owner will:

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

**Article III:**

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

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

**Article IV:**

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

The Contractor:

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

The Owner:

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

**Remainder of Page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness - Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## **2018 Roadway Resurfacing Program**

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

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

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

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

### West Road – \$702,500 (estimated)

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

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

#### b) Ramsey Road to Quarry Road

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

#### c) Quarry Road Intersection

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

d) Quarry Road to Niven Street

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

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

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

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

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

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

**2018 Paving / Patching Work Summary to July 31, 2018**

<b>Street</b>	<b>Budget</b>	<b>Actual</b>	<b>Variance</b>
Elm Street	\$ 35,000	\$ 32,991	\$ 2009
Paving Program	\$ 1,085,710	\$ 956,901	\$ 128,809
Patching	\$ 200,000	\$ 151,366 <sup>1</sup>	\$ 80,000 <sup>2</sup>
<b>Estimated Total Available:</b>			<b>\$ 210,818</b>
<b>Lakeshore Road N - Radley to Beach Blvd. (est.):</b>			<b>\$ 209,550</b>

<sup>1</sup> Includes Sewer and Water repairs;

<sup>2</sup> Estimated

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**Subject:** Minimum Maintenance Standards  
for Municipal Highways

**Report No.:** PW-035-2018  
**Agenda Date:** August 14, 2018

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**Appendix 01:** Minimum Maintenance Standards – 2018 Amendments Summary

**Appendix 02:** *Ont. Reg 366/18 (Amending O. Reg. 239/02 Minimum Maintenance Standards for Municipal Highways)*

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-035-2018; more specifically Appendix 02 - *Ontario Regulation 366/18 “Minimum Maintenance Standards for Municipal Highways”*;
2. That Council directs staff to prepare the necessary by-law to adopt the “*Minimum Maintenance Standards for Municipal Highways*” as described in *Ontario Regulation 239/02* and as amended by *Ontario Regulation 366/18* for consideration at the August 14, 2018 Regular Council meeting; and
3. That Council hereby delegates the authority to declare “Significant Weather Events”, as described in *Ontario Regulation 366/18 (thereby amending Ontario Regulation 239/02 - Minimum Maintenance Standards for Municipal Highways)*, to the Director of Public Works or his/her designate.

### **Background**

Municipalities in Ontario are responsible for the maintenance of highways within their jurisdiction, as prescribed in the *Municipal Act 2001, c.25, s. 44(1)*. In the event that a municipality defaults in complying with subsection (1) it may be subject to the *Negligence Act* and be liable for all damages any person sustains because of the default (*Municipal Act 2001, c.25, s. 44(2)*).

Despite subsection (2), a municipality is not liable for failing to keep a highway or bridge in a reasonable state of repair if,

- (a) it did not know and could not reasonably have been expected to have known about the state of repair of the highway or bridge;
- (b) it took reasonable steps to prevent the default from arising; or
- (c) at the time the cause of action arose, minimum standards established under subsection (4) applied to the highway or bridge and to the alleged default and those standards have been met. (*Municipal Act 2001, c. 25, s. 44 (3)*)

And finally, the Minister of Transportation may make regulations establishing minimum standards of repair for highways and bridges or any class of them and the minimum



standards may be general or specific in their application. (*Municipal Act 2001, c. 25, s. 44 (4) and (5)*).

The initial *Minimum Maintenance Standards (MMS)* were developed as Ontario Regulation 239/02 in 2002 and incorporated into the *Municipal Act*, as prescribed above, as the Provincial response to municipalities' requests for relief from onerous court decisions.

All minimum maintenance standards including the level of service to be provided are based on the classification of a particular highway. Speed limits and traffic volumes determine their classification. Within the *Municipal Act* and in particular the *Minimum Maintenance Standards for Municipal Highways*, every highway under the jurisdiction of a municipality in Ontario is to be classified according to a specified criteria based on the applicable speed limit and the average annual daily traffic. Within the City of Temiskaming Shores, traffic volumes do not meet the set criteria for Highway Class 1; however, there exist Highway Class 2 roads, Highway Class 3 roads, Highway Class 4 roads, Highway Class 5 roads, and finally Highway Class 6 roads (low volume).

In order to use this statutory defence in court a municipality must be able to show, through documentation, that it met the minimum standards, as defined in O. Reg. 239/02. Documentation and record-keeping are critical.

### **Analysis**

Although *Minimum Maintenance Standards for Municipal Highways* has been around since 2002, none of the former municipalities of Haileybury, New Liskeard and Dymond nor the City of Temiskaming Shores have officially accepted / adopted O. Reg. 239/02 as the "guideline to be used for roadway maintenance" within the municipal boundary. Reference to the "standards" has been used extensively over the years in the preparation of the annual *Winter Operations Plan* and the City has also used the MMS as the basis of defence in various claims of damage against the municipality.

From time to time legislation is reviewed and amended to remain current and applicable to the intent with which it was created. Based on a number of precedent setting cases in the Ontario Court, the MMS has undergone reviews in both 2007 and 2015, the most recent resulting in the amendment of *Ontario Regulation 239/02* and the creation of *Ontario Regulation 366/18*.

Appendix 01 provides a summary of the amendments and / or inclusions in Ontario Regulation 366/18.

Adopting these minimum maintenance standards including the amendments will be of assistance to ensure public safety as well as ensuring the City has done its due diligence.

### **Relevant Policy / Legislation / City By-Law**

- Reg. 239/02 *Minimum Maintenance Standards for Municipal Highways*
- O Reg. 366/18 – Amendments to O Reg. 239/02
- Temiskaming Shores Winter Operation Plan

### **Asset Management Plan Reference**

Asset Management Strategy – Operations & Maintenance Activities – Roadway Network

### **Consultation / Communication**

- OGRA / Frank Cowan Webinar Training – June 5, 2018
- Presentation and discussion at Public Works Committee, July 19, 2018
- Administrative Report PW-035-2018, August 14<sup>th</sup>, 2018

### **Financial / Staffing Implications**

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

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

Staffing implications related to this matter are considered normal operational functions and duties.

As in the past, the Public Works Dept. anticipates that once a storm has ended, plowing of all of the roadways within its jurisdiction can be completed within a period of 8 hours. This includes rural roads, laneways, sidewalks and most parking lots. When weather (temperature) conditions permit, some highways receive a 24 hour bare pavement level of service, which greatly exceeds the classification for such roads.

Snow accumulation is completely pushed off the travelled roadway within 12 to 16 hours which exceeds the requirements for all classes. (i.e. zero accumulation on travelled portion of roadways).

Snow removal is not governed under the MMS and theoretically is only required to maintain the travel widths on roadways once the snow banks start encroaching into the minimum lane widths.

Snow removal is an additional service, performed at the discretion of the Municipality. It is a very costly operation and most municipalities do not offer a level of service provided by the City of Temiskaming Shores.

**Alternatives**

No other alternatives were considered at this time.

**Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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G. Douglas Walsh, CET  
Director of Public Works

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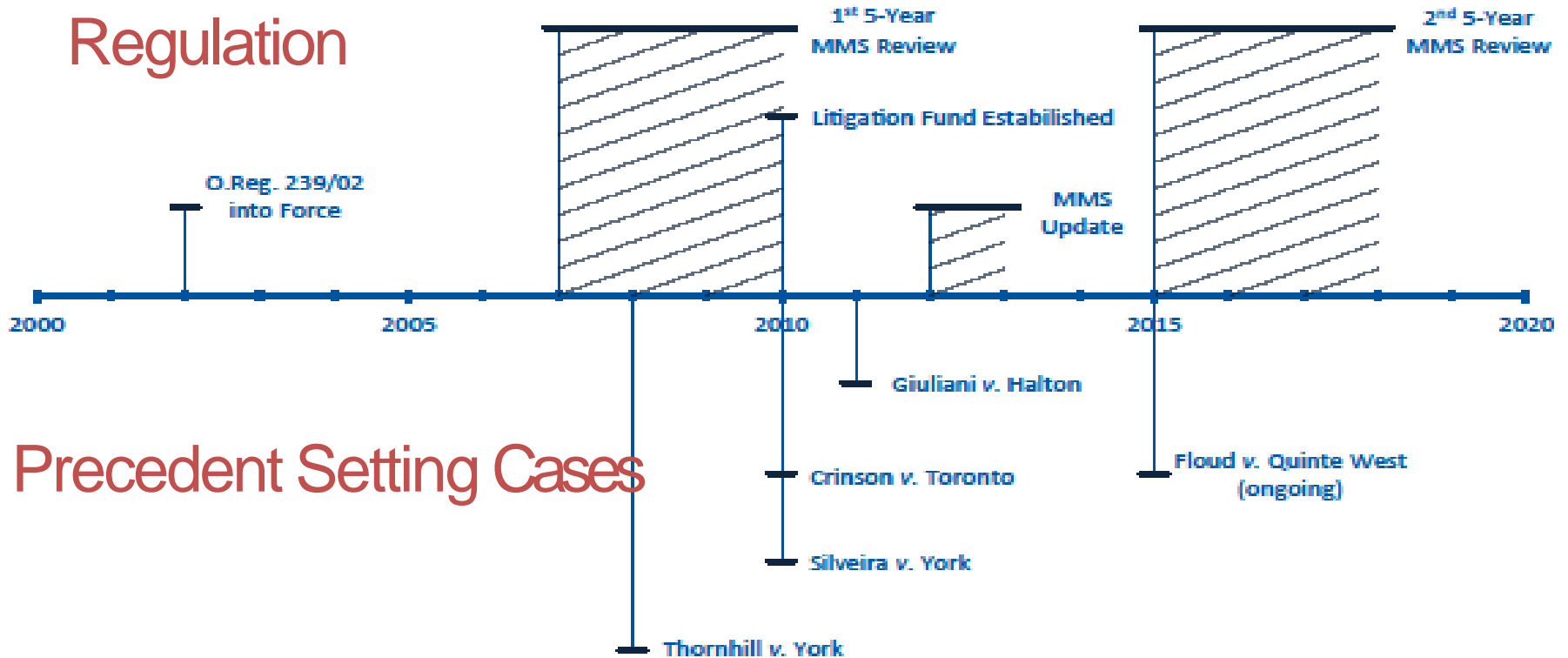
Christopher W. Oslund  
City Manager



**Ontario Regulation 366/18 -  
Minimum Maintenance Standards  
for Municipal Highways**

# MMS 5 Year Review

## Regulation



## Precedent Setting Cases

# **Review Committee**

**Organizations – OGRA, MEA and MTO**

**Legal Council – Paterson MacDougall Law**

**Counties – Middlesex & Peterborough**

**Cities – Owen Sound, Toronto, Timmins,**

**Tillsonburg, Brampton & Leeds Grenville**

**Insurance Providers – Frank Cowan, Dufferin**

**Mutual, OMEX, JLT & Cunningham Lindsey**

# What's in a Title?

The word **“minimum”** has been removed from all sections of the regulation with the exception of the Title and Section 2(1).

The regulation now refers to **“the standard”**.

The purpose of this regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome.

# Classification Table Revisions

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90km/h speedlimit	Column 4 71 - 80km/h speedlimit	Column 5 61 - 70km/h speedlimit	Column 6 51 - 60km/h speedlimit	Column 7 41 - 50km/h speedlimit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	1	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

Classifications that have been changed

New Classifications



# Classification Table Revisions

- AADT – Annual Average Daily Traffic has been removed and replaced with:

## **ADT – Average Daily Traffic**

- A roadway's average daily traffic is the volume of vehicles counted over a given time period -  
- greater than one day but less than one year  
-- divided by the number of days in that time period

# Questions?





**What's new for  
Summer  
Maintenance**

# Potholes



## Clauses added to Section 6

**(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:**

- 1. Patrolling highways.**
- 2. Performing highway maintenance activities.**
- 3. Supervising staff who perform activities described in paragraph 1 or 2.**

**(1.2) The depth and surface area of a pothole may be determined by,**  
**(a) performing an actual measurement; or**  
**(b) performing a visual estimate.**

**(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway.**

# Cracks



**The depth and width of a crack taken out of the table and added to the clauses.**

- 8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact.**
  
- (2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm.**

# Luminaires



## **wording – same side of highway**

**10 (2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact.**

**10 (4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires.**

# **Sidewalk Surface Discontinuities**

## **Definition Revised – Section 16.1(5)**

**“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk.**

# Encroachments, area adjacent to sidewalk



## Definition – Section 1(1)

**“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;**

## What is the area adjacent to the sidewalk?

### Section 16.2(3)

**For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm.**



# When do I inspect?

## Section 16.2

- (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection.**
- (2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present.**

# **What is a highly unusual encroachment?**

- (4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians.**
  
- (5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality.**

# Closure of a Highway



## Section 16.8

**(1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality.**



# Questions?





**Let's look at what's**  **for Winter Maintenance**

# **Before we look at the changes...**

**We must remember that Section 3.1 - Weather Monitoring is the lynchpin for winter maintenance, which reads:**

- (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality.**
- (2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day.**

# Weather Hazard & Significant Weather Event



## Definitions Section 1(1)

**“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;**

**“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.**

# Significant Weather Event

**A municipality may declare a significant weather event in accordance with this Regulation at any time in its sole discretion it elects to do so.**



**The amendment includes Significant Weather Event sections for roadways, bicycle lanes and sidewalks.**



# **Declaration of a Significant Weather Event**



## **Section 16.9**

**A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:**

- 1. By posting a notice on the municipality's website.**
- 2. By making an announcement on a social media platform, such as Facebook or Twitter.**
- 3. By sending a press release or similar communication to internet, newspaper, radio or television media.**
- 4. By notification through the municipality's police service.**
- 5. By any other notification method required in a by-law of the municipality.**

# What do we do once it is declared?

Sections 4.3, 5.1, 16.4 and 16.6 have similar wording to...

**4.1(1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,**

- a) to monitor the weather in accordance with section 3.1; and**
- b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so.**

# **At the end of a Significant Weather Event**

**(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,**

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and**
- (b) address snow accumulation on roadways, bike lanes and sidewalks**

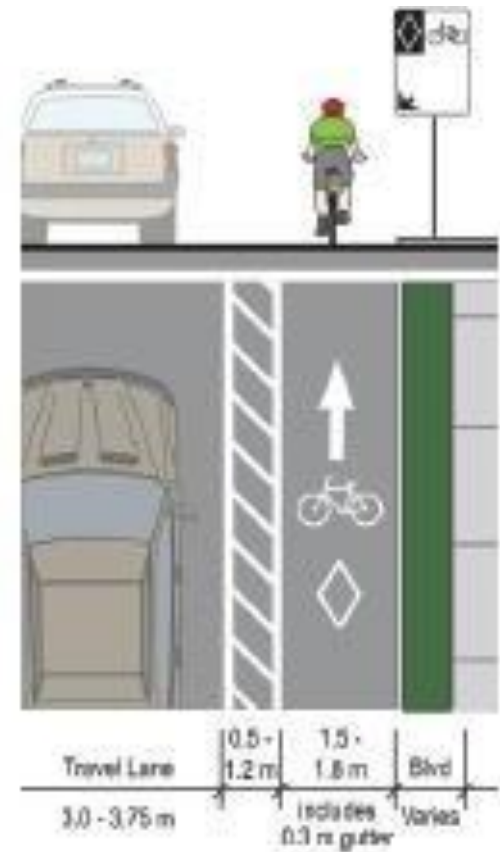
# Bicycle Lanes



## Definition

“bicycle lane” means,

- a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;



# Snow Accumulation on Bicycle Lanes

4.2 (1) (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation

## Roadway

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours



## Bicycle Lanes

Class of Highway	Depth	Time
<b>1</b>	<b>2.5 cm</b>	<b>8 hours</b>
<b>2</b>	<b>5 cm</b>	<b>12 hours</b>
<b>3</b>	<b>8 cm</b>	<b>24 hours</b>
<b>4</b>	<b>8 cm</b>	<b>24 hours</b>
<b>5</b>	<b>10 cm</b>	<b>24 hours</b>

# Ice Formation on Bicycle Lanes



## Section 5(5)

**For greater certainty, this section applies with respect to ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities.**

# Sidewalk Winter Maintenance



## Definition

**“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;**

# Snow Accumulation on Sidewalks



## Section 16.3

**(1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,**

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and**
- b) to provide a minimum sidewalk width of 1 metre.**



# Ice formation on sidewalks and icy sidewalks



## Section 16.5

- (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,**
  - a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and**
  - b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.**

# Winter Sidewalk Patrol



## Section 16.7

**(1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality.**

# Questions?



# ONTARIO REGULATION 366/18

made under the

## MUNICIPAL ACT, 2001

Made: May 2, 2018

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Amending O. Reg. 239/02

(MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS)

**1. (1) The definition of “surface” in subsection 1 (1) of Ontario Regulation 239/02 is amended by striking out “roadway or shoulder” and substituting “sidewalk, roadway or shoulder”.**

**(2) Subsection 1 (1) of the Regulation is amended by adding the following definitions:**

“bicycle facility” means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

“bicycle lane” means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

“encroachment” means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

“pothole” means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

“sidewalk” means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

“significant weather event” means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

“utility” includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

“utility appurtenance” includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

“weather hazard” means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program.

**(3) Subsections 1 (2) and (3) of the Regulation are amended by striking out “annual” wherever it appears.**

**(4) Subsection 1 (4) of the Regulation is revoked and the following substituted:**

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact.

**(5) The Table to section 1 of the Regulation is revoked and the following substituted:**

TABLE  
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1

23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

## 2. The Regulation is amended by adding the following section:

### Purpose

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome.

3. (1) The heading before section 3 of the Regulation is amended by striking out “MINIMUM” and substituting “MAINTENANCE”

(2) Subsections 3 (1) and (2) of the Regulation are amended by striking out “minimum” wherever it appears.

(3) Subsection 3 (4) of the Regulation is amended by striking out “section 16.1” and substituting “section 16.1, 16.2, 16.3 or 16.4”.

4. Subsections 3.1 (1) and (2) of the Regulation are amended by striking out “minimum” wherever it appears.

5. (1) Subsection 4 (1) of the Regulation is amended by striking out the portion before clause (a) and substituting the following:

### Snow accumulation, roadways

(1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

(2) Subsection 4 (3) of the Regulation is amended by adding “and, if applicable, lane width under clause (1) (b),” after “roadway” in the portion before paragraph 1.

(3) Subsection 4 (4) of the Regulation is amended by adding “and lane width” after “roadway” in the portion before clause (a).

(4) Subsections 4 (5) and (6) of the Regulation are revoked and the following substituted:

(5) For the purposes of this section, addressing snow accumulation on a roadway includes,

- (a) plowing the roadway;
- (b) salting the roadway;
- (c) applying abrasive materials to the roadway;
- (d) applying other chemical or organic agents to the roadway;
- (e) any combination of the methods described in clauses (a) to (d);

(6) This section does not apply to that portion of the roadway,

- (a) designated for parking;
- (b) consisting of a bicycle lane or other bicycle facility; or
- (d) used by a municipality for snow storage;

(5) The heading of the Table to section 4 of the Regulation is revoked and the following substituted:

SNOW ACCUMULATION - ROADWAYS

**7. The Regulation is amended by adding the following sections:**

**Snow accumulation on roadways, significant weather event**

**4.1** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4.

**Snow accumulation, bicycle lanes**

**4.2** (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width.

(2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation.

(3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications.

- (4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,
  - (a) plowing the bicycle lane;
  - (b) salting the bicycle lane;
  - (c) applying abrasive materials to the bicycle lane;
  - (d) applying other chemical or organic agents to the bicycle lane;
  - (e) sweeping the bicycle lane; or
  - (f) any combination of the methods described in clauses (a) to (e).

TABLE

SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

**Snow accumulation on bicycle lanes, significant weather event**

**4.3** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2.

**8. Section 5 of the Regulation is revoked and the following substituted:**

**Ice formation on roadways and icy roadways**

**5.** (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

- 1. Monitor the weather in accordance with section 3.1.
- 2. Patrol in accordance with section 3.
- 3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities.

**TABLE 1  
ICE FORMATION PREVENTION**

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

**TABLE 2  
TREATMENT OF ICY ROADWAYS**

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

**Icy roadways, significant weather event**

**5.1** (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) treat icy roadways in accordance with section 5.

**8. (1) Subsection 6 (1) of the Regulation is amended by striking out “minimum”.**

**(2) Section 6 of the Regulation is amended by adding the following subsections:**

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

- 1. Patrolling highways.
- 2. Performing highway maintenance activities.
- 3. Supervising staff who perform activities described in paragraph 1 or 2.

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate.

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway.

**9. (1) Subsections 7 (1) and (2) of the Regulation are revoked and the following substituted:**

**Shoulder drop-offs**

- (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact.
- (2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm.

**(2) The Table to section 7 of the Regulation is revoked and the following substituted:**

TABLE  
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

**10. (1) Subsections 8 (1) and (2) of the Regulation are revoked and the following substituted:**

**Cracks**

(1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact.

- (2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm.

**(2) The Table to section 8 of the Regulation is revoked and the following substituted:**



TABLE  
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

**11. Subsection 9 (1) of the Regulation is amended by striking out “minimum”.**

**12. Subsections 10 (0.1), (1), (2), (3), (4), (5) and (6) of the Regulation are revoked and the following substituted:**

**Luminaires**

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires.

(6) Luminaires are deemed to be in a state of repair,

- (a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;
- (b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;
- (d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning.

**13. The Regulation is amended by striking out “minimum” wherever it appears in the following provisions:**

**1. Sections 11 to 16.**

**2. Subsection 16.1 (1).**

**14. Subsections 16.1 (2), (2.1), (3) and (4) of the Regulation are revoked and the following substituted:**

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity.

(5) In this section,

“surface discontinuity” means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk.

**15. The Regulation is amended by adding the following sections.**

**Encroachments, area adjacent to sidewalk**

**16.2** (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment.

**Snow accumulation on sidewalks**

**16.3** (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation.

(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d).

**Snow accumulation on sidewalks, significant weather event**

**16.4** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3.

**Ice formation on sidewalks and icy sidewalks**

**16.5** (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk.

**Icy sidewalks, significant weather event**

**16.6** (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5.

**Winter sidewalk patrol**

**16.7** (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for performing roadway or sidewalk maintenance activities.

**Closure of a highway**

**16.8** (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality.

- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
  - (a) when a municipality passes a by-law to close the highway or part of the highway; and

(b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway.

**Declaration of significant weather event**

**16.9.** A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.
4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality.

**Commencement**

**16. This Regulation comes into force on the day it is filed.**

Made by:

KATHRYN MCGARRY  
*Minister of Transportation*

Date made: May 2, 2018

Back to top



# Memo

**To:** Mayor and Council  
**From:** James Franks, Economic Development Officer  
**Date:** August 14, 2018  
**Subject:** Fed Nor Economic Development Initiative Funding Transfer

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Mayor and Council:

The Temiskaming Shores and Area Chamber of Commerce applied to Fed Nor Economic Development Initiative Program early this year to access funding support to continue the successful Building Ties Program and the Lake Temiskaming Loop Tour project. In addition to those programs, the Chamber included Immigration and support for both the Forestry and Agricultural sectors.

The project is a three year project with funding support to hire a coordinator and additional funds to support marketing, travel, events, as well as some consulting and administration fees. At the same time, the City was considering developing an Economic Development Corporation. Since these two programs overlap, the City asked the Chamber of Commerce if we could take over the project and therefore provide an additional staff person to work on the similar programs as the City is currently undertaking.

Both the Chamber and Fed Nor agreed that it was beneficial to transfer the administration of the project to the City, so the formal paperwork was signed by all parties and submitted to Fed Nor. We now need a By Law to show that Council supports entering into the agreement to complete the three year project. Therefore it recommended that Council direct staff to prepare the necessary by-law to enter into a contribution agreement with Fed Nor for a bilingual project coordinator over a three year period for consideration at the August 14, 2018 Regular Council meeting.

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

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James Franks  
Economic Development Officer

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Christopher W. Oslund  
City Manager

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

**By-law No. 2018-034**

**Being a by-law to Stop up and Close a Highway – a  
portion of Fourth Street being Part 1 on Plan 54R-6023**

**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 Supplemental Administrative Report CS-004-2018 at the February 6, 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 Fourth Street legally described as Part 1 on Plan 54R-6023;

**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;

**And whereas** Council considered Supplemental Administrative Report No. CS-004-01-2018 at the February 20, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to Stop up and Close a portion of Fourth Street legally described as Part 1 on Reference Plan 54R-6023 for consideration at the March 6, 2018 Regular Council meeting;

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

1. That Part 1 on Plan 54R-6023, a copy attached hereto as Schedule "A" forming part of this by-law is 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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

PLAN OF SURVEY OF  
 PART OF FOURTH STREET  
 REGISTERED PLAN M-147 N.B.  
 GEOGRAPHIC TOWNSHIP OF BUCKE  
 CITY OF TEMISKAMING SHORES  
 DISTRICT OF TEMISKAMING

I HEREBY THIS PLAN TO BE DEPOSITED  
 UNDER THE LAND TILES ACT

DATE: JANUARY 28, 2018  
 BY: [Signature]  
 ONTARIO LAND SURVEYOR

PLAN 54R-6023  
 RECEIVED AND DEPOSITED

DATE: 2018.01.22  
 BY: [Signature]

NEW ENTRANCE FOR THE LEGAL  
 RECORD FOR THE LAND TILES  
 DIVISION OF TEMISKAMING (PW 54)

PARCELS	LOT	PLAN	AREA (m <sup>2</sup> )
1	PART OF FOURTH STREET	M-147 N.B.	PART OF 11338-0096(L) 2114.61

PLAN SURVEY - PART 1 IS PART OF PLAN M-147 (M-147-N.B.)

SCALE 1:300 METRES

1:300

10 20

SURVEY POINT ON SITE INC.

**LEGEND**

□	MONUMENT PLANTED
■	MONUMENT FOUND
○	STANDARD MONUMENT
△	IRON BOLT
▽	WELDED
+	CALCULATED
⊙	PROPOSED CHAIN
⊗	PLAN 54R-2772 (LTD PLAN P-3208 (S))
⊕	REGISTERED PLAN M-147 N.B.
⊖	MINISTRY OF TRANSFORMATION AND LAND REGISTRATION, O.S.

**NOTES**

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

2. DISTANCES ON THIS PLAN AND HORIZONTAL GROUND DISTANCES CAN BE CONVERTED TO 2002 DISTANCES BY MULTIPLYING BY THE AREA OF CORRECTION FACTOR OF 0.999987.

3. BEARINGS ARE GIVEN FROM SPECIFIED CONTROL POINTS (LTD PLAN M-147-N.B. (M-147-N.B.)) (LTD PLAN M-147-N.B. (M-147-N.B.)) (LTD PLAN M-147-N.B. (M-147-N.B.)).

FOR BEARING CONVERSIONS, THE FOLLOWING NOTATIONS WERE APPLIED:  
 P1 - 100-00-00-00-00-00

**SURVEYOR'S CERTIFICATE**

I CERTIFY THAT:

1. THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEY ACT, THE SURVEYORS ACT, THE LAND TILES ACT AND THE REGULATORY BOARD UNDER THEM.

2. THE SURVEY WAS COMPLETED ON THE 17th DAY OF FEBRUARY, 2017.

JANUARY 28, 2018  
 NEW LEXINGTON, ONTARIO  
 [Signature]  
 ONTARIO LAND SURVEYOR

**INTEGRATION COORDINATE TABLES**

**SPECIFIED CONTROL POINTS (LTD PLAN M-147-N.B.)**

MONUMENT	NORTHING	EASTING
NEW ENTRANCE	5752.18566	896.87675
NEW ENTRANCE	5752.18566	896.87675

**LTD PLAN M-147-N.B. (M-147-N.B.)**

MONUMENT	NORTHING	EASTING
P1	5752.18566	896.87675
P2	5752.18566	896.87675

COORDINATE SYSTEM: UTM ZONE 17, NAD83 (Spherical)

UNIT: METRE

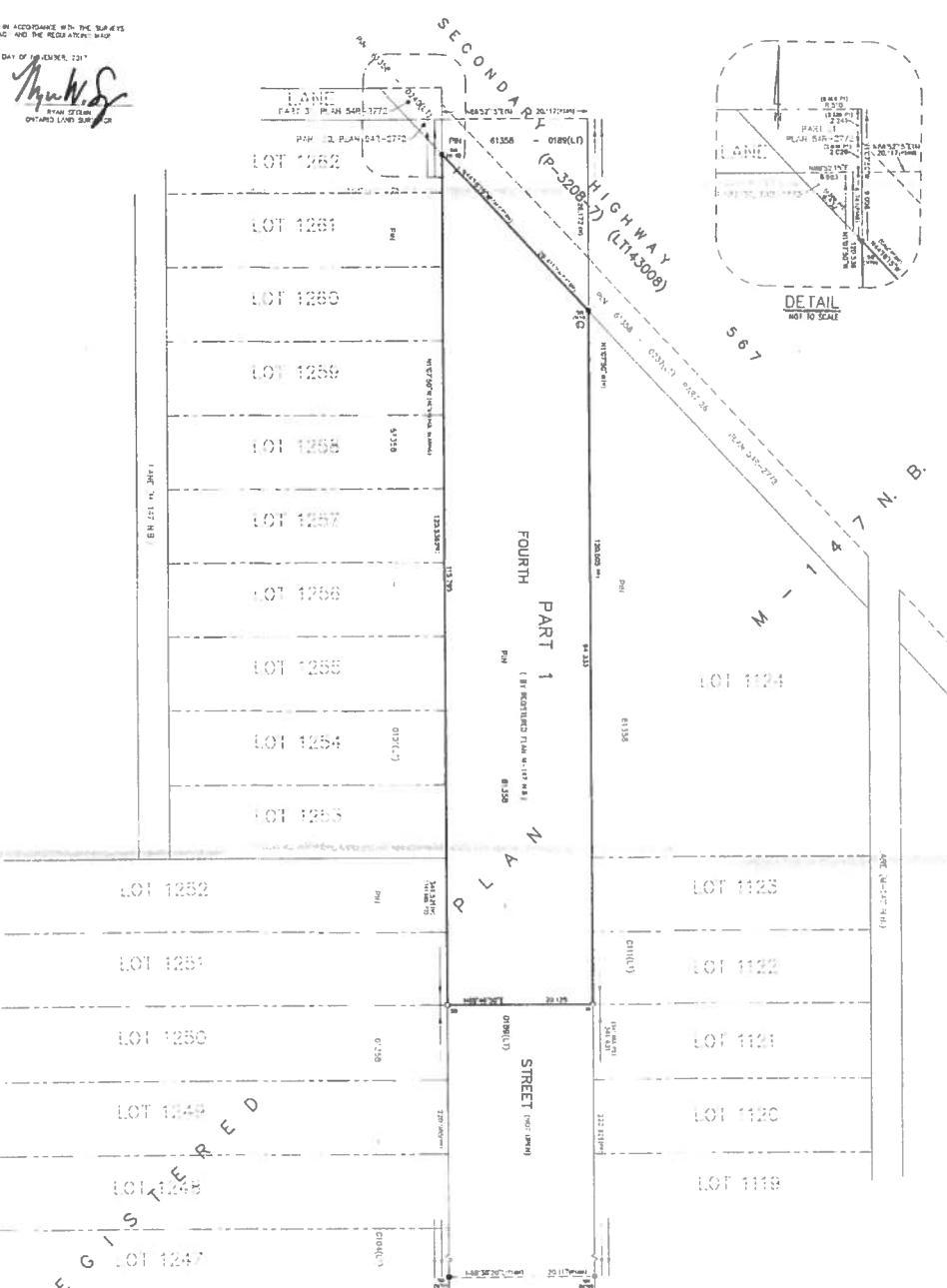
VERTICAL DATUM: NAVD83

VERTICAL CURVATURE CORRECTION: NONE

REFRACTION CORRECTION: NONE

REFRACTION CORRECTION: NONE

REFRACTION CORRECTION: NONE



REGISTERED



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-119**  
**Being a by-law to establish Compliance Audit Committee**  
**Procedures for the City of Temiskaming Shores under**  
**the Municipal Elections Act, 1996 for the 2018 Municipal**  
**Election**

**Whereas** Section 88.37 (1) of the *Municipal Elections Act, 1996, as amended* requires a council or local board shall establish a Compliance Audit Committee before October 1 of an election year for the purposes of the Act.

**And whereas** Section 88.37 (2) of the *Municipal Elections Act, 1996, as amended* states the committee shall be composed of not fewer than three and not more than seven members and shall not include:

- (a) Employees or officers of the municipality or local board;
- (b) Members of the council or local board;
- (c) Any persons who are candidates in the election for which the committee is established; or
- (d) Any persons who are registered third party advertisers in the municipality in the election for which the committee is established

**And whereas** Section 88.37 (3) of the *Municipal Elections Act, 1996, as amended* states a person who has such qualifications and satisfies such eligibility requirements as may be prescribed is eligible for appointment to the committee.

**And whereas** Section 88.37 (4) of the *Municipal Elections Act, 1996, as amended* states in appointing persons to the committee, the council or local board shall have regard to the prescribed eligibility criteria.

**And whereas** the Townships of Armstrong, Brethour, Casey, Chamberlain, Coleman, Evanturel, Gauthier, Harley, Harris, Hilliard, Hudson, James, Kerns, Larder Lake, Latchford, Matachewan, McGarry, Village of Thornloe, Municipality of Charlton and Dack and Temagami, and the Towns of Cobalt, Englehart, Kirkland Lake and Temiskaming Shores deem it expedient to establish a Joint Compliance Audit Committee.

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

1. That a Committee, to be known as the Joint Compliance Audit Committee is hereby established to deal with the matters provided for in Section 88.34 to 88.37 of the Municipal Elections Act, 1996, as amended;
2. That the Joint Compliance Audit Committee shall consist of the following individuals representing Expertise for Municipalities (E<sup>4</sup>m), who shall deal with each compliance audit request in accordance with the Terms of Reference

attached hereto as Schedule "A":

Peggy Young-Lovelace

Therese Cassan

Chris Wray

3. That the business of the Joint Compliance Audit Committee be conducted in accordance with the procedures set out in the 2018 Municipal Elections Procedures and the Terms of Reference set out in Schedule "A" attached hereto, and forming part of this by-law;
4. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2018-119**

**Compliance Audit Committee  
Procedures and Terms of Reference**

## 1. Name

The name of the Committee is the "Joint District of Timiskaming 2018 Election Compliance Audit Committee" may consist of the following municipalities:

Township of Armstrong	Township of Brethour
Township of Casey	Township of Chamberlain
Municipality of Charlton-Dack	Township of Coleman
Township of Evanturel	Township of Harris
Township of Harley	Township of Hilliard
Township of Hudson	Township of James
Township of Kerns	Village of Thornloe
Town of Englehart	Town of Cobalt
Town of Latchford	Township of Matachewan
Township of Gauthier	Town of Kirkland Lake
Township of McGarry	Township of Larder Lake
City of Temiskaming Shores	Municipality of Temagami

## 2. Duration

The term of this agreement will coincide with the term of office for Council from December 1, 2018 to November 14, 2022 to deal with applications from the 2018 election and any by-elections during Council's term.

## 3. Mandate

The powers and functions of the Committee are set out in Sections 88.33 to 88.37 of the *Municipal Elections Act, 1996* (Appendix "A"). The Committee will perform the functions relating to the compliance audit application process as outlined in the Act. These functions include:

### Candidate Contravention – Application by Elector

- a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;
- c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Candidate's election campaign finances;
- d. receive the auditor's report from the Clerk;

- e. within 30 days receipt of the auditor's report, consider the report;
- f. if the report concludes that the candidate appears to have contravened a provision of the Act relating to election campaign finances, decide whether to commence legal proceedings against the candidate for the apparent contravention;
- g. after reviewing the report, give to the Candidate, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

Candidate Contributor Contravention – Application by Elector

- a. within 30 days receipt of a report identifying each contributor to a candidate for office on a council who appears to have contravened any of the contribution limits, consider the report and decide whether to commence a legal proceeding against the contributor for an apparent contravention.
- b. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

Registered Third Party Contravention – Application by Elector

- a. within 30 days receipt of a compliance audit application by an elector, consider the application and decide whether it should be granted or rejected;
- b. give to the Candidate, the Clerk and the Applicant the decision of the Committee to grant or reject the application, and brief written reasons for the decision;
- c. if the application is granted, appoint a licensed auditor to conduct a compliance audit of the Registered Third Party's campaign finances;
- d. receive the auditor's report from the Clerk;
- e. within 30 days receipt of the auditor's report, consider the report;
- f. if the report concludes that the Registered Third Party appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Registered Third Party for the apparent contravention;
- g. after reviewing the report, give to the Registered Third Party, the Clerk and the Applicant the decision of the Committee, and brief written reasons for the decision.

Registered Third Party Contributor Contravention – Application by Elector

- a. within 30 days receipt of the report, consider the report;
- b. if the report concludes that the Contributor appears to have contravened a provision of the Act relating to campaign finances, decide whether to commence legal proceedings against the Contributor for the apparent contravention;
- c. after reviewing the report, give to the Contributor and the Clerk the decision of the Committee, and brief written reasons for the decision.

### Application by the Clerk

- a. Statutory obligations now obligate the Clerk to review contributions made to both candidates, by candidate contributors and registered third parties. Generally, upon review of the submitted financial statements, if the Clerk finds that the contribution limits were exceeded, the Clerk must report this exceedance to the Compliance Audit Committee via a written report.
- b. The reports noted above are mandatory on the Clerk and are not triggered by the request of an elector.
- c. Within 30 days of receiving a report from the Clerk, a Compliance Audit Committee must consider the report of the Clerk and decide if the Committee will commence a meeting to consider the content of the report(s).
- d. All Clerks should be guided by the provisions of the Municipal Elections Act, more precisely Section 88.34 (1) to 88.34 (7) and Section 88.36 (1) to 88.36 (4).

### Auditor Selection

If the committee decides to grant the application, it shall appoint an auditor licensed under the *Public Accounting Act, 2004* to conduct a compliance audit of the Candidate's election campaign finances.

## **4. Membership**

The Committee shall be composed of at least three (3) voting members that would assume all the rights and privileges of a voting member if called upon. Alternate members shall be ranked and will be called upon to replace a voting member that has resigned from the Committee.

Membership will be drawn from the following groups who have such qualifications and satisfies the eligibility requirements:

- a. accounting and audit - accountants or auditors with experience in preparing or auditing the financial statements of municipal candidates and registered third parties;
- b. legal;
- c. professionals who in the course of their duties are required to adhere to codes or standards of their profession which may be enforced by disciplinary tribunals; and/or
- d. other individuals with knowledge of the campaign financing rules of the *Municipal Elections Act, 1996*.

Municipal employees or officers of the municipality, members of Council or local board; any Candidates or any persons who are Registered Third Parties in the 2018 municipal election or in any by-election during the term of Council for any member municipality are ineligible to be appointed as a member of the Committee pursuant to subsection

88.37 (2) of the of the *Municipal Elections Act, 1996*.

Members may be required to participate in an orientation session as a condition of appointment.

## **5. Membership Selection**

Members should be solicited having the qualifications as those individuals as set out under section 4 of the Terms of Reference.

Recommended candidates will be submitted to the Council of each member municipality for consideration in a by-law of appointment.

Members will be selected on the basis of the following:

- a. demonstrated knowledge and understanding of municipal election financing rules;
- b. proven analytical and decision-making skills;
- c. experience working on a committee, task force or similar setting;
- d. availability and willingness to attend meetings; and
- e. excellent oral and written communication skills.

Any members appointed must also agree in writing they will not be a candidate or an individual who is a Registered Third Party in the current municipal election or in any by-election during the term of Council for any member municipality. Failure to adhere to this requirement will result in the individual being removed from the Committee

## **6. Conflict of Interest**

The principles of the *Municipal Conflict of Interest Act*, apply to this Committee. Failure to adhere to this requirement will result in the individual being removed from the Committee.

To avoid a conflict, any person appointed to the Committee must agree in writing not to prepare or audit the election financial statements of any candidate or registered third party for any of the member municipalities in the current municipal election. Failure to adhere to this requirement will result in the individual being removed from the Committee.

## **7. Chair**

The Committee will select a Chair from amongst its members at its first meeting when a compliance audit application is received.

The Chair is the liaison between the members and the Secretary of the Committee on matters of policy and process.

The Chair shall enforce the observance of order and decorum among the Committee members and the public at all meetings.

## **8. Staffing and Funding**

The Clerk from the applicable member municipality shall act as Secretary to the Committee.

The member municipality requiring the services of the Committee shall be responsible for all associated expenses, including the auditor's costs.

Committee Member Remuneration shall be set at \$150 per meeting, mileage included.

Costs with respect to legal fees (if necessary) and the engagement of an auditor would be the responsibility of the member municipality.

## **9. Meetings**

Meetings of the Committee may be conducted electronically but shall be open to the public. The Clerk of the member municipality shall determine an adequate location for the public to physically attend or participate electronically and with the ability to have the Compliance Audit Committee members participate electronically.

### Timing of Meetings

Meetings shall be called by the Clerk of the member municipality when required. The date and time of the meeting will be determined by the Clerk and communicated directly to the Committee members. Subsequent meetings will be held at the call of the Chair in consultation with the Clerk.

Committee activity shall be determined primarily by the number and complexity of applications for compliance audits that may be received. The frequency and duration of meetings will be determined by the Committee in consultation with the Clerk.

### Meeting Location

The Committee shall meet at the location determined in consultation with the member municipality.

### Electronic Meetings

A meeting of the Compliance Audit Committee may be conducted by means of visual or audio or audio electronic or other communications equipment, provided that the public is able to participate and the chairperson is in attendance at the meeting.

Committee members who are participating by electronic means in a meeting are deemed to be present.



In the case of an interruption in the communication link to the member(s) participating electronically, the Committee will recess to a maximum of 15 minutes until it is determined whether or not the link can be re-established. If communications are not re-established, the meeting will be dissolved and rescheduled and the Clerk shall note the same in the minutes.

### Meeting Notices, Agendas & Minutes

The agenda shall constitute notice. The Clerk of the member municipality requiring the services of the Committee shall cause notice of the meetings to be provided:

- to members of the Committee, Candidate, and the Public for a meeting regarding an application by an elector;
- to members of the Committee, Contributor, Candidate and the Public for a meeting regarding a Candidate Contributor Contravention report;
- to members of the Committee, Contributor, Registered Third Party and the public for a meeting regarding a Registered Third Party Contributor Contravention.

A minimum of two (2) business days prior to the date of each meeting, not including weekends or holidays. The agendas and minutes of meetings shall be posted on the member municipality's website, where available.

Minutes of each meeting shall outline the general deliberations and specific actions and recommendations that result. The applicant and the candidate shall be permitted to make presentations as part of the process.

### Agenda Format

1. Call to Order
2. Disclosure of Pecuniary Interest and General Nature Thereof
3. Consideration of Compliance Audit Application, Clerk's Report or Auditor's Report
4. Adjournment

### Quorum

Quorum for meetings shall consist of a majority of the members of the Committee.

If no quorum is present thirty (30) minutes after the time appointed for a meeting, the Clerk shall record the names of the members present and the meeting shall stand adjourned until the date of the next meeting.

### Meeting Attendance

Any member of the Committee, who misses three (3) consecutive meetings, without being excused by the Committee, may be removed from the Committee. The Committee must make recommendations, by a report to Council for the removal of any

member.

### Motions & Voting

A motion shall only need to be formally moved before the Chair can put the question or a motion can be recorded in the minutes.

A motion shall be reduced to writing and shall be signed by the Chair and Secretary.

Every Member present shall be deemed to vote against the motion if they decline or abstain from voting, unless disqualified from voting by reason of a declared pecuniary interest.

In the case of a tie vote, the motion shall be considered to have been lost. The manner of determining the vote on a motion shall be by show of hands. The Chair shall announce the result of every vote.

## **10. Administrative Practices and Procedures**

The Terms of Reference constitute the Administrative Practices and Procedures of the Committee. Any responsibilities not clearly identified within these Terms of Reference shall be in accordance with Section 88.33 to 88.37 of the *Municipal Elections Act, 1996*.

The Clerk at any time has the right to develop additional administrative practices and procedures

## **11. Committee Procedures – Auditor’s Report**

### Introduction of an Auditor’s Report

The Auditor shall present a summary of the auditor’s report as previously submitted to the Committee.

The Members may, through the Chair, ask questions of the Auditor.

### Presentations

The Chair shall invite the Applicant, Candidate or their authorized agent, and any member of the public who wishes to speak to make their presentation. Speakers shall address the decisions available to the Committee as a result of the audit only.

Speakers shall not address the Auditor or the content of the auditor’s report.

The Members may, through the Chair, ask questions of the speaker(s).

Any document submitted to the Committee during a presentation shall be made available on request, subject to any law which would prohibit disclosure.

### Rules of Debate on the Auditor’s Report

Following presentations, the auditor's report shall then be open for debate by the Members only.

### Committee Decisions on an Auditor's Report

In accordance with the *Municipal Act*, within thirty (30) days of receipt of an auditor's report, the Committee shall consider the report and may:

- a. Commence a legal proceeding against the Candidate for any apparent contravention, if the report concludes that the Candidate appears to have contravened a provision of this *Act* relating to election campaign finances; or
- b. Make a finding as to whether there were reasonable grounds for the application, if the report concludes that the Candidate does not appear to have contravened a provision of the *Act* relating to election campaign finances.

## **12. Minutes of the Committee**

### Draft Minutes

The Clerk shall prepare draft minutes of each meeting of the Committee and shall provide Members with a copy. The minutes shall include the names of persons present who addressed the Committee, a summary of the activities at the meeting, all motions properly moved, their disposition and a brief rationale for the decisions made.

### Approval of Minutes

The draft minutes shall be circulated to the Members for review. If time permits, the minutes may be approved at the next duly called meeting of the Committee. As an alternative and in recognition of the legislated time limits, each Member's approval of the minutes may be returned to the Clerk by electronic transmission. The Clerk shall retain the electronic transmission for recordkeeping purposes. The minutes, once approved, shall be signed by the Chair and the Clerk.

### Distribution of Minutes

As soon as practicable after each meeting, the clerk shall provide a copy of the approved minutes, or as an alternative Notice of Committee Decision, to the affected Applicant, Candidate and Auditor. The copy may be sent by electronic transmission provided confirmation of receipt is produced to and retained by the Clerk. If confirmation of receipt is not available, the copy shall be sent by registered mail.

# THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

## BY-LAW NUMBER 2018-120

### A BY-LAW OF THE CORPORATION OF THE CITY OF TEMISKAMING SHORES TO AUTHORIZE THE BORROWING UPON SERIAL DEBENTURES IN THE PRINCIPAL AMOUNT OF \$151,984.97 TOWARDS THE COST OF 2018 FLEET REPLACEMENT 5 YR

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 \$151,984.97 dated September 04, 2018 and maturing on September 04, 2023, and payable in semi-annual instalments of combined principal and interest on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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 \$151,984.97 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 \$151,984.97 (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 \$151,984.97, 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 September 04, 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 2.92% per annum and mature during a period of 5 year(s) from the date thereof payable semi-annually in arrears as described in this section. The Debentures shall be paid in full by September 04, 2023 and be payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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 14th day of August, 2018

By-law read a third time and finally passed this 14th day of August, 2018

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Carmen Kidd  
Mayor

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David B. Treen  
Clerk

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**Schedule "A" to By-law Number 2018-120**

<b>(1)</b>	<b>(2)</b>	<b>(3)</b>	<b>(4)</b>	<b>(5)</b>	<b>(6)</b>
<b>By-law</b>	<b>Project Description</b>	<b>Approved Amount to be Financed Through the Issue of Debentures</b>	<b>Amount of Debentures Previously Issued</b>	<b>Amount of Debentures to be Issued</b>	<b>Term of Years of Debentures</b>
2018-036	2018 Fleet Replacement 5 yr	\$183,000.00	\$0.00	\$151,984.97	5 year(s)

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**

**Schedule “B” to By-law Number 2018-120**

No. 2018-120

\$151,984.97
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C A N A D A  
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.92% 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 (September 04, 2023), the principal amount of

ONE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS AND NINETY SEVEN CENTS

----- (\$151,984.97) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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 (September 04, 2018), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.92% 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 4th day of September, 2018.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2018-120 of the Municipality duly passed on the 14th day of August, 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: September 04, 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 \$151,984.97 dated September 04, 2018 and maturing on September 04, 2023 payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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.

September 04, 2018

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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 March 04, 2019 and ending on September 04, 2023, 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 2018-120**

Loan.....: 1982  
 Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 151,984.97  
 Rate.....: 02.9200  
 Term.....: 60  
 Matures..: 09/04/2023

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	03/04/2019	17,399.24	15,198.50	2,200.74	136,786.47
2	09/04/2019	17,212.00	15,198.50	2,013.50	121,587.97
3	03/04/2020	16,968.82	15,198.50	1,770.32	106,389.47
4	09/04/2020	16,764.55	15,198.50	1,566.05	91,190.97
5	03/04/2021	16,518.95	15,198.50	1,320.45	75,992.47
6	09/04/2021	16,317.11	15,198.50	1,118.61	60,793.97
7	03/04/2022	16,078.80	15,198.50	880.30	45,595.47
8	09/04/2022	15,869.67	15,198.50	671.17	30,396.97
9	03/04/2023	15,638.65	15,198.50	440.15	15,198.47
10	09/04/2023	15,422.19	15,198.47	223.72	0.00
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		164,189.98	151,984.97	12,205.01	

C A N A D A  
Province of Ontario

The Corporation of The City of Temiskaming Shores

FULLY REGISTERED INTEREST RATE 2.92% 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 (September 04, 2023), the principal amount of

ONE HUNDRED FIFTY ONE THOUSAND NINE HUNDRED EIGHTY FOUR DOLLARS AND NINETY SEVEN CENTS

----- (\$151,984.97) -----

by semi-annual instalments of combined equal principal and diminishing interest amounts on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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 (September 04, 2018), or from the last date on which interest has been paid on this debenture, whichever is later, at the rate of 2.92% 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 4th day of September, 2018.

IN TESTIMONY WHEREOF and under the authority of By-law Number 2018-120 of the Municipality duly passed on the 14th day of August, 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: September 04, 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 \$151,984.97 dated September 04, 2018 and maturing on September 04, 2023 payable in semi-annual instalments of combined equal principal and diminishing interest amounts on the fourth day of March and on the fourth day of September in each of the years 2019 to 2023, 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.

September 04, 2018

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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 March 04, 2019 and ending on September 04, 2023, 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.....: 1982  
 Name.....: Temiskaming Shores, The Corporation of The City of  
 Principal: 151,984.97  
 Rate.....: 02.9200  
 Term.....: 60  
 Matures..: 09/04/2023

Pay #	Date	Amount Due	Principal Due	Interest Due	Rem. Principal
1	03/04/2019	17,399.24	15,198.50	2,200.74	136,786.47
2	09/04/2019	17,212.00	15,198.50	2,013.50	121,587.97
3	03/04/2020	16,968.82	15,198.50	1,770.32	106,389.47
4	09/04/2020	16,764.55	15,198.50	1,566.05	91,190.97
5	03/04/2021	16,518.95	15,198.50	1,320.45	75,992.47
6	09/04/2021	16,317.11	15,198.50	1,118.61	60,793.97
7	03/04/2022	16,078.80	15,198.50	880.30	45,595.47
8	09/04/2022	15,869.67	15,198.50	671.17	30,396.97
9	03/04/2023	15,638.65	15,198.50	440.15	15,198.47
10	09/04/2023	15,422.19	15,198.47	223.72	0.00
		164,189.98	151,984.97	12,205.01	

## CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 5 year(s), 2.92% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$151,984.97, authorized by Debenture By-law Number 2018-120 (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 August 14, 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 \$151,984.97 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 4th day of September, 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 5 year(s), 2.92% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$151,984.97, authorized by Debenture By-law Number 2018-120 (the "Debenture By-law")

I, Laura Lee MacLeod, Treasurer of the Municipality, do hereby certify that on or before September 04, 2018, I as Treasurer, signed the fully registered serial debenture numbered 2018-120 in the principal amount of \$151,984.97 dated September 04, 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 September 04, 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 4th day of September, 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]

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David B. Treen  
Clerk

## DEBENTURE TREASURER'S CERTIFICATE

**To: Kemp Pirie Crombeen**

**And To: OILC**

IN THE MATTER OF an issue of a 5 year(s), 2.92% serial debenture of The Corporation of The City of Temiskaming Shores (the "Municipality") in the principal amount of \$151,984.97, for Capital Work(s) of the Municipality authorized by Debenture By-law Number 2018-120 (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 4th day of September, 2018.

[AFFIX SEAL]

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Laura Lee MacLeod, Treasurer



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-121**  
**Being a by-law to authorize the Sale of Land to David**  
**and June Quehe being Part 1 on Plan 54R-6023 (portion**  
**of Fourth 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** By-law No. 2015-160 establishes procedures for the disposal of real property, including the giving of notice to the public, governing the sale of land;

**And whereas** Council considered Administrative Report No. CS-004-2018 at the February 6, 2018 Regular Council meeting, held a public meeting on February 20, 2018 for both the proposed Stopping-Up and Closing and disposition of a portion of Fourth Street;

**And whereas** Council considered Supplemental Administrative Report CS-004-01-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an Agreement of Purchase and Sale with David and June Quehe as the purchaser and the City of Temiskaming Shores as the vendor for Part 1 on Plan 54R-6023 with a closing date of September 17, 2018 for consideration at the August 14, 2018 Regular Council meeting;

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

1. That Council hereby confirms the procedures set forth in By-law No. 2015-160 have been followed by the municipality in order to allow for the sale of lands herein after referred to in this By-law;
2. That Council authorizes the entering into an Agreement of Purchase and Sale between David and June Quehe as Purchaser and The Corporation of the City of Temiskaming Shores as Vendor, in the form annexed hereto as Schedule "A" and forming part of this by-law;
3. That Council agrees to sell land legally described as: Part of PIN 61358-0189 (LT) being Part 1 on Plan 54R-6023 being part of Fourth Street, Temiskaming Shores in

the District of Timiskaming in the amount of \$2.00 plus applicable taxes and other such considerations outlined in the said agreement;

4. That Council affirms that the Mayor and Clerk are authorized to execute the Agreement of Purchase and Sale annexed hereto as Schedule "A" to this by-law and all other documentation necessary to complete the sale of land transaction.
5. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, 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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

## **Schedule "A"** **Offer to Purchase**

### **David and June Quehe**

(as "Purchaser"), having inspected the property, hereby agree to and with

### **The Corporation of the City of Temiskaming Shores**

(as "Vendor")

**to purchase the property legally described as:**

Part of PIN 61358-0189 (LT), being Part 1 on Plan 54R-6023

consisting of 0.522 acres (2,114.61 m<sup>2</sup>), more or less

(herein called the "Real Property") at the purchase price of two dollars (\$2.00) payable to the Vendor, subject to adjustments, on the closing date hereinafter set forth.

### **Release of Information**

**Vendor authorizes the release of any information relating to the Real Property to the Purchaser and the Purchaser's solicitor by any governmental body or authority and appoints the Purchaser and the Purchaser's solicitor as its agent for the purpose. Without limiting the generality of the foregoing the Vendor consents to the disclosure to the Purchaser and the Purchaser's solicitor of any information relating to the Real Property or the use thereof pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990. C.F. 31 and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, C. M. 56.**

### **Deficiency Notices and Work Orders**

The Vendor represents that as at the date of acceptance hereof the Vendor has not received from any municipal or other governmental authority any deficiency notice or work order affecting the Real Property pursuant to which any deficiencies are required to be remedied or any demolition, repairs or replacements are required to be carried out. If the Vendor receives any such deficiency notice or work order after the date of acceptance hereof, the Vendor shall forthwith produce same to the Purchaser for inspection. If by the date of closing the Vendor has not either (a) complied with such deficiency notice or work order, or (b) settled with the Purchaser any question of an abatement of the purchase price arising out of such deficiency notice or work order, the Purchaser may at his option either (a) accept the Real Property subject to such deficiency notice or work order or (b) terminate this Agreement. In the event of termination as aforesaid, all moneys paid hereunder shall be returned to the Purchaser without interest or deductions.

### **Adoption of LSUC – OBA Document Registration Agreement**

Provided the solicitors for each of the Vendor and the Purchaser are able to complete transactions using electronic registration, the parties agree to complete this transaction using electronic registration, to adopt the LSUC-OBA Document Registration Agreement in use on the Closing Date, and to abide by, and instruct their solicitors to abide by, the closing procedures set forth therein for electronic registration.

### **Acceptance**

This Offer shall be irrevocable by the Purchaser until **11:59 P.M. on the 10<sup>th</sup> day after the date of signing the offer**, after which time, if not accepted, this Offer shall be null and void.

### **Title**

Title to the Real Property shall be good and free from all encumbrances, except as set out in this Agreement, and except local rates, and except as to any registered restrictions or covenants that run with the land, and subdivision agreements with the municipality, provided the same have been complied with, and except for minor easements for hydro, gas, telephone or like services. Purchaser shall accept the Real Property subject to municipal and other governmental requirements, including building and zoning by-laws, regulations and orders, provided same have been complied with.

### **Requisitions**

Purchaser shall be allowed until closing to investigate the title at his own expense and to satisfy himself that there is no breach of municipal or other governmental requirements affecting the Real Property, that its present use may be lawfully continued and that the principal buildings may be insured against risk of fire. If within that time any valid objection to title or to any breach of municipal or other governmental requirements, or to the fact that the present use may not be lawfully continued, or that the principal buildings may not be insured against risk of fire, which the Vendor is unable or unwilling to remove, remedy or satisfy, and which the Purchaser will not waive, this Agreement shall notwithstanding any intermediate acts or negotiations, be null and void and the deposit money returned to the Purchaser, without interest or deduction, and the Vendor shall not be liable for any costs or damages whatever. Save as to any valid objection so made within such time the Purchaser shall be conclusively deemed to have accepted the Vendor's title to the Real Property.

### **Surveys and Documents**

The Purchaser shall not call for the production of any title deed, abstract, survey or other evidence of title except such as are in the possession or control of the Vendor. The Vendor agrees that he will deliver any existing survey to the Purchaser as soon as possible and prior to the last day allowed for examining title. In the event that a discharge of any mortgage or charge held by a Chartered Bank, Trust Company, Credit Union or Insurance Company which is not to be assumed by the Purchaser on

completion, is not available in registrable form on completion, the Purchaser agrees to accept the Vendor's solicitor's personal undertaking to obtain, out of the closing funds, a discharge or cessation of charge in registrable form and to register same on title within a reasonable period of time after completion, provided that on or before completion the Vendor shall provide to the Purchaser a mortgage statement prepared by the mortgagee setting out the balance required to obtain the discharge, together with a direction executed by the Vendor directing payment to the mortgagee, of the amount required to obtain the discharge out of the balance due on completion.

### **Closing**

***This Agreement shall be completed on or before September 17<sup>th</sup>, 2018 on which date vacant possession of the Real Property shall be given to the Purchaser unless otherwise provided for herein.***

### **Inspection of Property**

The Purchaser acknowledges having inspected the Real Property prior to submitting this Offer and understands that upon the Vendor accepting this offer there shall be a binding Agreement of Purchase and Sale between the Purchaser and the Vendor. The Purchaser shall be entitled to inspect the Real Property immediately prior to the date for completion.

### **Adjustments**

Unearned fire insurance premiums, fuel, taxes, rentals and all local improvements and water rates and other charges for municipal improvements to be apportioned and allowed to the date of completion of sale (the day itself to be apportioned to the Purchaser). Provided Purchaser may elect not to accept assignment of fire insurance in which case no adjustment for insurance premiums.

### **Costs**

The deed or transfer, save for Land Transfer Tax Affidavit, to be prepared at the expense of the Purchaser and if a mortgage or charge is to be given back, it shall be prepared at the expense of the Purchaser in a form acceptable to the Vendor.

### **Planning Act Compliance**

This Agreement shall be effective only if the provisions of Section 50 of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended, are complied with, and the Purchaser agrees, at his expense, to comply with such provisions and to proceed diligently with the application for such compliance, if necessary.

The Transfer/Deed of Land to be given to the Purchaser shall contain a statement of the Vendor and the Vendor's solicitor pursuant to section 50(22) of the *Planning Act*, R.S.O. 1990, C.P. 13 as amended.

### **Residency of Vendor**

Vendor further agrees to produce evidence that he is not now and that on closing he will not be a non-resident of Canada within the meaning of s.116 of the *Income Tax Act* of Canada, or in the alternative, evidence that the provisions of s.116 regarding disposition of property by a non-resident person have been complied with at or before closing, failing which the Purchaser will be credited towards the purchase price with the amount, if any, which shall be necessary for the Purchaser to pay to the Minister of Revenue in order to satisfy the Purchaser's liability in respect of tax payable by the Vendor under S. 116 of the *Income Tax Act* of Canada by reason of the sale.

### **Facsimile and Electronic Transmission**

Either party may execute this agreement by signing a facsimile or electronic transmission thereof. The parties agree that execution by any party of a facsimile or electronic transmission shall be in all respects identical to execution of an original or photocopy. The parties agree to accept a facsimile or electronic transmission of the signature of any party as evidence of the fact that the agreement has been executed by that party. In all respects a facsimile or electronic transmission signature may be accepted as having the same effect as an original signature.

### **Counterpart**

This agreement may but need not be executed in counterpart.

### **Time of Essence**

This Offer, when accepted, shall constitute a binding contract of purchase and sale, and time in all respects shall be of the essence in this Agreement.

### **G.S.T./H.S.T.**

This transaction is **not** subject to Goods and Services Tax (G.S.T.) pursuant to the *Excise Tax Act* (Canada) as amended (the "Act") and/or Harmonized Sales Tax (H.S.T.) pursuant to the Act and the *Ontario Tax Plan for More Jobs and Growth Act*, 2009, S.O. 2009, C.34.

### **Representations and Warranties**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or the Real Property or supported hereby other than as expressed herein in writing.

### **Tender**

**Any tender of documents or money hereunder may be made upon the Vendor or Purchaser or upon the solicitor acting for the party on whom tender is desired, and it shall be sufficient that a cheque certified by a chartered bank or a trust**

**company or the trust cheque of the law firm acting for the party desiring such tender be tendered instead of cash.**

**Costs of Registration**

The Purchaser shall pay all costs of registration and taxes for registration of documents.

**Legal Fees**

The Parties agree that the Vendor will pay the Purchaser's reasonable legal fees for the transaction.

**Gender**

This Offer and the resulting Agreement to be read with all changes of gender or number required by the context.

**Remainder of this page left blank intentionally**

**Signed, Sealed and Delivered** this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

in the presence of:

Purchaser: ***David and June Quehe***

Per: \_\_\_\_\_  
David Quehe

Purchaser's Address:  
P.O. Box 86  
North Cobalt, Ontario  
P0J 1R0

Per: \_\_\_\_\_  
June Quehe

The Vendor hereby accepts the above offer.

Dated at the City of Temiskaming Shores this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Vendor: ***The Corporation of the City of Temiskaming Shores***

\_\_\_\_\_  
Mayor - Carman Kidd

Vendor's Address:  
City of Temiskaming Shores  
P.O. Box 2050 / 325 Farr Drive  
Haileybury, Ontario  
P0J 1K0  
Attn.: David B. Treen, Clerk  
Phone: 705-672-3363  
Fax: 705-672-3200

\_\_\_\_\_  
Clerk - David B. Treen

We have authority to bind the Corporation.

Purchaser's Solicitor:

**Evans, Bragagnolo & Sullivan LLP**  
P.O. Box 490  
488 Ferguson Avenue  
Haileybury, Ontario P0J 1K0  
Attn: Brigid Wilkinson

Phone Number: (705) 672-3338

Vendor's Solicitor:

**Evans, Bragagnolo & Sullivan LLP**  
P.O. Box 490  
488 Ferguson Avenue  
Haileybury, Ontario P0J 1K0  
Attn: Nina Chong

Phone Number: (705) 672-3338



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

**By-law No. 2018-122**

**Being a by-law to amend By-law No. 2012-101, as amended  
being a by-law to Regulate Traffic and Parking of vehicles in  
the City of Temiskaming Shores**

**Whereas** Section 10(2) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, authorizes a municipality to pass by-laws respecting the health, safety and well-being of persons;

**And whereas** Section 102.1(1) of the Municipal Act, 2001, S.O. 2001, c. 25, as amended, provides that a municipality may require a person to pay an administrative penalty if the municipality is satisfied that the person has failed to comply with any by-laws respecting the parking, standing or stopping of vehicles;

**And whereas** the Council of the Corporation of the City of Temiskaming Shores has adopted By-law No. 2012-101 on November 6, 2012 regulating traffic and parking of vehicles in the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-026-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2012-101 being a by-law to regulate Traffic and Parking for consideration at the August 14, 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 hereby amends By-law No. 2012-101, more specifically Appendix 9 – Parking Time Limited in Designated Places (Table F – Parking is prohibited during specified time periods) of Schedule “A” by adding the following prohibitions:

<u>Street</u>	<u>Side</u>	<u>From</u>	<u>To</u>	<u>Time Period</u>
Rorke Avenue	Both	Probyn Street	Foster Street	Between 7:00 am and 5:00 pm daily excluding Saturday, Sunday, Statutory Holidays and all days during the months of July and August in each calendar year.

2. That Council hereby amends By-law No. 2012-101, more specifically Appendix 10 – Provide for the Installation of Yield, Right-of-Way Signs at Intersections of Schedule “A” by adding the following:

<u>Intersection</u>	<u>Facing Traffic</u>
Cosman Crescent & Bolger Avenue	West bound on Bolger Avenue

3. That this by-law shall come into force and take effect on the date of its final passing.
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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2018-123**

**Being a by-law to repeal By-law No. 2013-087 being a by-law to authorize the entering into a Lease Agreement with Dr. Dimitar Bakalov Dentistry Professional Corporation for the rental of space at the Haileybury Medical Centre (Dentistry Practice)**

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

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

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

**And whereas** Council considered Administrative Report CS-021-2013 resulting in the adoption of By-law No. 2013-087 for the rental of space at the Haileybury Medical Centre for a Dentistry Practice by Dr. Dimitar Bakalov;

**And whereas** Council considered Administrative Report No. CS-025-2018 at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Dr. Danill Subbotin Dentistry Professional Corporation as Dr. Danill Subbotin was buying the practice from Dr. Dimitar Bakalov;

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

1. That Council hereby repeals By-law No. 2013-087 – Lease Agreement with Dr. Dimitar Bakalov for a Dentistry Practice.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2018-124**

**Being a by-law to repeal By-law No. 2014-002 being a by-law to authorize the entering into a Lease Agreement with Dr. Dimitar Bakalov Dentistry Professional Corporation for the rental of space at the Haileybury Medical Centre (Storage & Lunchroom)**

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

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

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

**And whereas** Council considered Administrative Report CS-001-2014 resulting in the adoption of By-law No. 2014-002 for the rental of space at the Haileybury Medical Centre for Storage and a Lunchroom by Dr. Dimitar Bakalov;

**And whereas** Council considered Administrative Report No. CS-025-2018 at the June 19, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with Dr. Danill Subbotin Dentistry Professional Corporation as Dr. Danill Subbotin was buying the practice from Dr. Dimitar Bakalov;

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

1. That Council hereby repeals By-law No. 2014-002 – Lease Agreement with Dr. Dimitar Bakalov for a Dentistry Practice.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

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

**By-law No. 2018-125**

**Being a By-law to enter into a Lease Agreement with  
James T. Paterson for the rental of the Don Shepherdson  
Arena Skate Sharpening Booth**

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

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

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

**And whereas** Council considered Administrative Report No. CS-031-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a one year lease agreement with James T. Paterson for the rental of the Don Shepherdson Memorial Arena Skate Sharpening Booth for consideration at the August 14, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk are hereby authorized to sign and seal a lease agreement with James T. Paterson for the rental of the Don Shepherdson Arena Skate Sharpening Booth for the period covering September 1, 2018 to August 31, 2019, a copy of which is attached hereto as Schedule "A" and forming part of this by-law; and
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

This agreement made the 14<sup>th</sup> day of August, 2018.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the “City”)

And:

**James T. Paterson**  
(Hereinafter called the “Operator”)

**Whereas** the City is the owner of the Don Shepherdson Memorial Arena Skate Sharpening Booth;

**And whereas** the parties hereto have agreed to enter into this agreement for a one-year lease to start September 1st, 2018;

### **1.0 Premises**

The City hereby leases to the Operator the Don Shepherdson Memorial Arena Skate Sharpening Booth.

### **2.0 Term and Rate**

The term of this lease runs from September 1, 2018 – August 31, 2019.

The Operator shall pay to the City of Temiskaming Shores \$1,400.00 per year plus HST from September to August. Rent is payable to the City in seven (7) equal monthly payments from September to March.

The Operator shall pay \$340.35 for yearly hydro costs to be paid in September of each year. A 5% increase to the hydro cost will be applied annually.

### **3.0 Services**

The tenant shall provide the service of skate sharpening.

### **4.0 Tenant’s Covenants**

#### **4.1 Maintenance and Repairs**

The Tenant during the term of the lease shall keep the leased areas and the adjacent property, used by patrons, in good repair.

#### **4.2 Use of Building**

The Tenant shall not allow the building and/or property to be used for any purpose other than to carry on the business of skate sharpening.

#### 4.3 Assigning of Subletting

The Tenant may not assign temporary use to other bodies unless prior written consent is received from the City. The Operator will be responsible for all provisions of this agreement when temporary use is assigned to other bodies.

#### 4.4 Cleanliness

The Tenant shall be responsible for janitorial services of the Skate Sharpening Booth to be kept in a state acceptable to the Temiskaming Health Unit and the City.

#### 4.5 Indemnify

To indemnify and save harmless the City against and from any and all claims by or on behalf of any person or persons, firm or firms, or corporation or corporations arising from the conduct or any work, by or through any act of negligence of the Tenant or any assignee, subtenant, agent, contractor, servant, employee or licensee of the Tenant.

#### 4.6 Insurance

Not to use the Lands or permit them to be used for any purpose which may render the insurance on the building void and if the rate of insurance is increased as a result of anything done upon the Lands by the Tenants, the Tenant premiums are so increased. In addition, and in any event, the Tenant shall during the term of the lease and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the Landlord and the Tenant, General Liability Insurance, in joint names of the Tenant and the City of Temiskaming Shores, applying to all operations of the Tenant, which shall include bodily injury liability and property damage liability, such policy or policies shall be for not less than \$1,000,000 (Canadian).

#### 4.7 Alterations

Except as herein provided, not to make or permit to be made any structural alteration, addition, change or improvement to the Booth Area without obtaining prior written approval of the City which approval shall not be unreasonably withheld.

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### **5.0 City’s Covenants**

#### 5.1 Garbage

The City will cover garbage bin fees.

#### 5.2 Entry by City

The City or its agents shall enter upon the premises at anytime and from time to time for the

purpose of inspecting and making repairs, alterations or improvements to the booth area.

### 5.3 Non-waiver

Any condoning, excusing or overlooking by the City of any default breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the City rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor defeat or affect in any way the rights of the City hereunder in respect of any continuing or subsequent default, breach or non-observance, and all rights and remedies herein contained on the part of the City are deemed to be cumulative and not alternative.

## 6.0 Provisions

Provided always and it is hereby agreed as follows:

### 6.1 Amendments

This agreement may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

### 6.2 Damage to Lands

The City shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant to employees of the Tenant to any other person while in the Booth unless such loss, damage or injury shall be caused by the negligence of the City or its employees, servants or agents and the City shall not be liable in any event for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Booth or from the water, steam or drainage of the Booth or from any other place or quarter not for any damage caused by or attributable to the condition or arrangement of any electric or other wiring not for any damage caused by anything done or omitted by any other Tenant.

### 6.3 Effect of Agreement

This agreement and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators of the City, as the case may be, of each (and every) or the parties hereto, and where there is more than one Operator or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenant shall be deemed joint and several.

### 6.4 Impossibility of Performance

It is understood and agreed that whenever and to the extent that the City shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any service or utility or the doing of any work or the making of any repairs because it is unable to obtain the material, good, equipment, service, utility or labour required to enable it to fulfill such obligations or by



reason of any statute, law or order-in council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the City shall be relieved from the fulfillment of such obligation and tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned.

**Remainder of Page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

**Skate Sharpening Operator**

\_\_\_\_\_  
Owner – James T. Paterson

\_\_\_\_\_  
Witness - Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2018-126**

**Being a by-law to authorize the entering into an Agreement  
with the New Liskeard Agricultural Society for the use of  
Municipal Property and Facilities**

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

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

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

**And Whereas** Council considered Administrative Report CS-033-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a lease agreement with the New Liskeard Agricultural Society for use of municipal property and facilities for consideration at the August 14, 2018 Regular Council meeting;

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

1. That the Mayor and Clerk be hereby authorized to enter into a Lease Agreement with the New Liskeard Agricultural Society for the period covering October 1, 2018 to September 30, 2028 being Schedule "A", attached hereto and forming part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**This agreement** made in duplicate this 14<sup>th</sup> day of August, 2018.

Between:

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

(hereinafter called “the City”)

and

**New Liskeard Agricultural Society**

(hereinafter called “the Society”)

Witnesseth:

**For the use of Municipal Property and Facilities by the  
New Liskeard Agricultural Society**

The City agrees to allow the Society to use the municipal property and facilities shown on the map attached hereto, for the production of a fall fair for a period of ten days at a mutually agreeable date in September for each of the years 2018 through to 2028, inclusive. The Society can also have use of the Riverside Place Facility during the fall fair.

The Society shall provide comprehensive liability insurance in the amount of two million dollars (\$2,000,000) with the City as a named insured, that saves harmless the City from any and all liability claims arising from the Society’s occupation of the land described in Schedule ‘A’ and the Riverside Place.

The Society agrees:

- 1) To use the premises for the holding of an annual fall fair;
- 2) Not to permit on the premises any activity, undertaking, or endeavour, which may be illegal or contrary to the by-laws of The Corporation of the City of Temiskaming Shores;
- 3) To provide two million dollars (\$2,000,000) insurance coverage for the premises and all activities carried out thereon during use by the Society, provided that the Society hereby indemnifies and saves harmless the City from any and all liability or claims arising from the Society’s occupation of the premises due to the negligence of the Society or from any person or persons using or occupying the premises with the permission of the Society;
- 4) To leave the premises in a clean and tidy state; and
- 5) Not to assign this agreement without the express prior written consent of the City.

The City agrees:

- 1) To provide the Society with quiet enjoyment of the premises.

**Right of termination by the City**

The lease may be terminated at the City's sole discretion by providing the Society with two years notice.

**Remainder of Page left blank Intentionally**

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

Signed and Sealed in )  
the presence of )

**New Liskeard Agricultural Society**

\_\_\_\_\_  
President - \_\_\_\_\_

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-127**  
**Being a by-law to amend By-law No. 2008-136 being a**  
**by-law to adopt a Firefighter Service Fee Policy for the**  
**City of Temiskaming Shores**

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

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

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

**And whereas** Council considered Administrative Report FEMS-17-2008 at the October 7, 2008 Council-in-Committee meeting resulting in the adoption of By-law No. 2008-136 being a by-law to adopt a Firefighter Service Fee Policy;

**And whereas** Council considered Administrative Report PPP-006-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2008-136 to modify the Service Fees for consideration at the August 14, 2018 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2008-136, as amended by deleting **Section 4 – Rates of Remuneration** and replacing it with the following:

**Section 4 – Rates of Remuneration**

4.01 *Bush Fires*: \$45.00 per hour for each Volunteer Firefighter.

4.02 *Fire Investigations*: \$30.00 per hour for each Volunteer Firefighter.

4.03 *Fire Watch*: \$30.00 per hour for each Volunteer Firefighter.

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

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen



**The Corporation of the City of Temiskaming Shores  
By-law No. 2018-128**

**Being a by-law to amend By-law No. 2014-136 being a  
by-law to authorize an Agreement between the City of  
Temiskaming Shores and S & L Cleaning Services for  
the cleaning of the Haileybury Medical Centre and the  
Haileybury Branch Library**

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

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

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

**And whereas** Council considered Memo 019-2018-PW at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2014-136 to extend the contract to S & L Cleaning for an additional two (2) years for consideration at the August 14, 2018 Regular Council meeting.

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

1. That Council hereby amends Schedule "A" to By-law No. 2014-136, as amended by extending the termination date to July 31, 2020.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2018-129**  
**Being a by-law to provide for Minimum Maintenance**  
**Standards for Municipal Roadways within the City of**  
**Temiskaming Shores**

**Whereas** Section 44(1) of the Municipal Act, R.S.O. 2001, states that municipalities shall keep all highways and bridges in a reasonable state of repair;

**And whereas** if a municipality defaults in complying with Section 44(1), then such municipality shall be liable under the Negligence Act for all damages any person sustains because of the default;

**And whereas** Section 44(4) provides that the Minister of Transportation may by regulation establish minimum standards of repair for highways and roads, classes of highways and roads, bridges, and classes of bridges;

**And whereas** all roads within the Corporation of the Municipality of Bluewater are classified as per the regulation and attached as Schedule "B" hereto, and forming part of this by-law.

**And whereas** Council considered Administrative Report PW-035-2018 at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to adopt the "*Minimum Maintenance Standards for Municipal Highways*" as described in Ontario Regulation 239/02 and as amended by Ontario Regulation 366/18 for consideration at the August 14, 2018 Regular Council meeting

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

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

1. That Council adopts Minimum Standards for roadways within the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law.
2. That all roadways within Temiskaming Shores are classified as per Schedule "A" and identified in Schedule "B", a copy of which is attached hereto and forming part of this by-law.
3. That all roadway operational activities of the municipality be carried out in accordance to the desired roadway service as herein described where care is taken first to assure that the minimum standards are maintained, and second that such services are efficiently and effectively rendered.
4. That neither this Corporation nor its officials make any promise or assurance that roadway services will be in excess of the minimum standards herein defined.

5. That these standards, and definitions of terminology, be made available to the ratepayers and users of this public municipal road system when requested.
6. That where situations arise or applications be made which fall outside of the scope of standards, the Director of Public Works or his/her designate shall respond as he/she may deem to be appropriate with respect to budgetary constraint and reasonable practice.
7. 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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Municipal Act, 2001**  
**ONTARIO REGULATION 239/02**  
**MINIMUM MAINTENANCE STANDARDS FOR MUNICIPAL HIGHWAYS**

**Consolidation Period:** From May 3, 2018 to the [e-Laws currency date](#).

Last amendment: 366/18.

Legislative History: 288/03, 613/06, 23/10, 47/13, 366/18.

**Definitions**

1. (1) In this Regulation,

"bicycle facility" means the on-road and in-boulevard cycling facilities listed in Book 18 of the Ontario Traffic Manual;

"bicycle lane" means,

- (a) a portion of a roadway that has been designated by pavement markings or signage for the preferential or exclusive use of cyclists, or
- (b) a portion of a roadway that has been designated for the exclusive use of cyclists by signage and a physical or marked buffer;

"cm" means centimetres;

"day" means a 24-hour period;

"encroachment" means anything that is placed, installed, constructed or planted within the highway that was not placed, installed, constructed or planted by the municipality;

"ice" means all kinds of ice, however formed;

"motor vehicle" has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*, except that it does not include a motor assisted bicycle;

"non-paved surface" means a surface that is not a paved surface;

"Ontario Traffic Manual" means the Ontario Traffic Manual published by the Ministry of Transportation, as amended from time to time;

"paved surface" means a surface with a wearing layer or layers of asphalt, concrete or asphalt emulsion;

"pothole" means a hole in the surface of a roadway caused by any means, including wear or subsidence of the road surface or subsurface;

"roadway" has the same meaning as in subsection 1 (1) of the *Highway Traffic Act*;

"shoulder" means the portion of a highway that provides lateral support to the roadway and that may accommodate stopped motor vehicles and emergency use;

"sidewalk" means the part of the highway specifically set aside or commonly understood to be for pedestrian use, typically consisting of a paved surface but does not include crosswalks, medians, boulevards, shoulders or any part of the sidewalk where cleared snow has been deposited;

"significant weather event" means an approaching or occurring weather hazard with the potential to pose a significant danger to users of the highways within a municipality;

"snow accumulation" means the natural accumulation of any of the following that, alone or together, covers more than half a lane width of a roadway:

1. Newly-fallen snow.
2. Wind-blown snow.
3. Slush;

"substantial probability" means a significant likelihood considerably in excess of 51 per cent;

"surface" means the top of a sidewalk, roadway or shoulder;

"utility" includes any air, gas, water, electricity, cable, fiber-optic, telecommunication or traffic control system or subsystem, fire hydrants, sanitary sewers, storm sewers, property bars and survey monuments;

"utility appurtenance" includes maintenance holes and hole covers, water shut-off covers and boxes, valves, fittings, vaults, braces, pipes, pedestals, and any other structures or items that form part of or are an accessory part of any utility;

"weather" means air temperature, wind and precipitation.

"weather hazard" means the weather hazards determined by Environment Canada as meeting the criteria for the issuance of an alert under its Public Weather Alerting Program. O. Reg. 239/02, s. 1 (1); O. Reg. 23/10, s. 1 (1); O. Reg. 47/13, s. 1; O. Reg. 366/18, s. 1 (1, 2).

(2) For the purposes of this Regulation, every highway or part of a highway under the jurisdiction of a municipality in Ontario is classified in the Table to this section as a Class 1, Class 2, Class 3, Class 4, Class 5 or Class 6 highway, based on the speed limit applicable to it and the average daily traffic on it. O. Reg. 239/02, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(3) For the purposes of subsection (2) and the Table to this section, the average daily traffic on a highway or part of a highway under municipal jurisdiction shall be determined,

- (a) by counting and averaging the daily two-way traffic on the highway or part of the highway; or
- (b) by estimating the average daily two-way traffic on the highway or part of the highway. O. Reg. 239/02, s. 1 (3); O. Reg. 23/10, s. 1 (2); O. Reg. 366/18, s. 1 (3).

(4) For the purposes of this Regulation, unless otherwise indicated in a provision of this Regulation, a municipality is deemed to be aware of a fact if, in the absence of actual knowledge of the fact, circumstances are such that the municipality ought reasonably to be aware of the fact. O. Reg. 366/18, s. 1 (4).

TABLE  
CLASSIFICATION OF HIGHWAYS

Column 1 Average Daily Traffic (number of motor vehicles)	Column 2 91 - 100 km/h speed limit	Column 3 81 - 90 km/h speed limit	Column 4 71 - 80 km/h speed limit	Column 5 61 - 70 km/h speed limit	Column 6 51 - 60 km/h speed limit	Column 7 41 - 50 km/h speed limit	Column 8 1 - 40 km/h speed limit
53,000 or more	1	1	1	1	1	1	1
23,000 - 52,999	1	1	1	2	2	2	2
15,000 - 22,999	1	1	2	2	2	3	3
12,000 - 14,999	1	1	2	2	2	3	3
10,000 - 11,999	1	1	2	2	3	3	3
8,000 - 9,999	1	1	2	3	3	3	3
6,000 - 7,999	1	2	2	3	3	4	4
5,000 - 5,999	1	2	2	3	3	4	4
4,000 - 4,999	1	2	3	3	3	4	4
3,000 - 3,999	1	2	3	3	3	4	4
2,000 - 2,999	1	2	3	3	4	5	5
1,000 - 1,999	1	3	3	3	4	5	5
500 - 999	1	3	4	4	4	5	5
200 - 499	1	3	4	4	5	5	6
50 - 199	1	3	4	5	5	6	6
0 - 49	1	3	6	6	6	6	6

O. Reg. 366/18, s. 1 (5).

**Application**

2. (1) This Regulation sets out the minimum standards of repair for highways under municipal jurisdiction for the purpose of clause 44 (3) (c) of the Act. O. Reg. 288/03, s. 1.

(2) REVOKED: O. Reg. 23/10, s. 2.

(3) This Regulation does not apply to Class 6 highways. O. Reg. 239/02, s. 2 (3).

**Purpose**

2.1 The purpose of this Regulation is to clarify the scope of the statutory defence available to a municipality under clause 44 (3) (c) of the Act by establishing maintenance standards which are non-

prescriptive as to the methods or materials to be used in complying with the standards but instead describe a desired outcome. O. Reg. 366/18, s. 2.

MAINTENANCE STANDARDS

**Patrolling**

**3.** (1) The standard for the frequency of patrolling of highways to check for conditions described in this Regulation is set out in the Table to this section. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (2).

(2) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on roadways, ice formation on roadways or icy roadways, the standard for patrolling highways is, in addition to that set out in subsection (1), to patrol highways that the municipality selects as representative of its highways, at intervals deemed necessary by the municipality, to check for such conditions. O. Reg. 47/13, s. 2; O. Reg. 366/18, s. 3 (2).

(3) Patrolling a highway consists of observing the highway, either by driving on or by electronically monitoring the highway, and may be performed by persons responsible for patrolling highways or by persons responsible for or performing highway maintenance activities. O. Reg. 23/10, s. 3 (1).

(4) This section does not apply in respect of the conditions described in section 10, subsections 11 (0.1) and 12 (1) and section 16.1, 16.2, 16.3 or 16.4. O. Reg. 23/10, s. 3 (1); O. Reg. 366/18, s. 3 (3).

TABLE  
PATROLLING FREQUENCY

Class of Highway	Patrolling Frequency
1	3 times every 7 days
2	2 times every 7 days
3	once every 7 days
4	once every 14 days
5	once every 30 days

O. Reg. 239/02, s. 3, Table; O. Reg. 23/10, s. 3 (2).

**Weather monitoring**

**3.1** (1) From October 1 to April 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once every shift or three times per calendar day, whichever is more frequent, at intervals determined by the municipality. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

(2) From May 1 to September 30, the standard is to monitor the weather, both current and forecast to occur in the next 24 hours, once per calendar day. O. Reg. 47/13, s. 3; O. Reg. 366/18, s. 4.

**Snow accumulation, roadways**

**4.** (1) Subject to section 4.1, the standard for addressing snow accumulation on roadways is,

- (a) after becoming aware of the fact that the snow accumulation on a roadway is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
- (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table within the time set out in the Table,
  - (i) to provide a minimum lane width of the lesser of three metres for each lane or the actual lane width, or
  - (ii) on a Class 4 or Class 5 highway with two lanes, to provide a total width of at least five metres. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (1).

(2) If the depth of snow accumulation on a roadway is less than or equal to the depth set out in the Table to this section, the roadway is deemed to be in a state of repair with respect to snow accumulation. O. Reg. 47/13, s. 4.

(3) For the purposes of this section, the depth of snow accumulation on a roadway and, if applicable, lane width under clause (1) (b), may be determined in accordance with subsection (4) by a municipal employee, agent or contractor, whose duties or responsibilities include one or more of the following:

1. Patrolling highways.

2. Performing highway maintenance activities.
3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (2).
- (4) The depth of snow accumulation on a roadway and lane width may be determined by,
  - (a) performing an actual measurement;
  - (b) monitoring the weather; or
  - (c) performing a visual estimate. O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (3).
- (5) For the purposes of this section, addressing snow accumulation on a roadway includes,
  - (a) plowing the roadway;
  - (b) salting the roadway;
  - (c) applying abrasive materials to the roadway;
  - (d) applying other chemical or organic agents to the roadway;
  - (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 5 (4).
- (6) This section does not apply to that portion of the roadway,
  - (a) designated for parking;
  - (b) consisting of a bicycle lane or other bicycle facility; or
  - (d) used by a municipality for snow storage. O. Reg. 366/18, s. 5 (4).

TABLE  
SNOW ACCUMULATION - ROADWAYS

Class of Highway	Depth	Time
1	2.5 cm	4 hours
2	5 cm	6 hours
3	8 cm	12 hours
4	8 cm	16 hours
5	10 cm	24 hours

O. Reg. 47/13, s. 4; O. Reg. 366/18, s. 5 (5).

**Snow accumulation on roadways, significant weather event**

**4.1** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on roadways in accordance with section 4. O. Reg. 366/18, s. 7.

**Snow accumulation, bicycle lanes**

**4.2** (1) Subject to section 4.3, the standard for addressing snow accumulation on bicycle lanes is,

- (a) after becoming aware of the fact that the snow accumulation on a bicycle lane is greater than the depth set out in the Table to this section, to deploy resources as soon as practicable to address the snow accumulation; and
  - (b) after the snow accumulation has ended, to address the snow accumulation so as to reduce the snow to a depth less than or equal to the depth set out in the Table to this section to provide a minimum bicycle lane width of the lesser of 1 metre or the actual bicycle lane width. O. Reg. 366/18, s. 7.
- (2) If the depth of snow accumulation on a bicycle lane is less than or equal to the depth set out in the Table to this section, the bicycle lane is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 7.
- (3) For the purposes of this section, the depth of snow accumulation on a bicycle lane and, if applicable, lane width under clause (1) (b), may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3), with necessary modifications. O. Reg. 366/18, s. 7.
- (4) For the purposes of this section, addressing snow accumulation on a bicycle lane includes,
- (a) plowing the bicycle lane;
  - (b) salting the bicycle lane;
  - (c) applying abrasive materials to the bicycle lane;
  - (d) applying other chemical or organic agents to the bicycle lane;
  - (e) sweeping the bicycle lane; or
  - (f) any combination of the methods described in clauses (a) to (e). O. Reg. 366/18, s. 7.

TABLE  
SNOW ACCUMULATION – BICYCLE LANES

Column 1 Class of Highway or Adjacent Highway	Column 2 Depth	Column 3 Time
1	2.5 cm	8 hours
2	5 cm	12 hours
3	8 cm	24 hours
4	8 cm	24 hours
5	10 cm	24 hours

O. Reg. 366/18, s. 7.

**Snow accumulation on bicycle lanes, significant weather event**

**4.3** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on bicycle lanes until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on bicycle lanes, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 7.

(2) If the municipality complies with subsection (1), all bicycle lanes within the municipality are deemed to be in a state of repair with respect to snow accumulation until the applicable time in the Table to section 4.2 expires following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 7.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on bicycle lanes in accordance with section 4.2. O. Reg. 366/18, s. 7.

**Ice formation on roadways and icy roadways**



5. (1) The standard for the prevention of ice formation on roadways is doing the following in the 24-hour period preceding an alleged formation of ice on a roadway:

1. Monitor the weather in accordance with section 3.1.
2. Patrol in accordance with section 3.
3. If the municipality determines, as a result of its activities under paragraph 1 or 2, that there is a substantial probability of ice forming on a roadway, treat the roadway, if practicable, to prevent ice formation within the time set out in Table 1 to this section, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 8.

(2) If the municipality meets the standard set out in subsection (1) and, despite such compliance, ice forms on a roadway, the roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that the roadway is icy. O. Reg. 366/18, s. 8.

(3) Subject to section 5.1, the standard for treating icy roadways is to treat the icy roadway within the time set out in Table 2 to this section, and an icy roadway is deemed to be in a state of repair until the applicable time set out in Table 2 to this section expires after the municipality becomes aware of the fact that a roadway is icy. O. Reg. 366/18, s. 8.

(4) For the purposes of this section, treating a roadway means applying material to the roadway, including but not limited to, salt, sand or any combination of salt and sand. O. Reg. 366/18, s. 8.

(5) For greater certainty, this section applies in respect of ice formation on bicycle lanes on a roadway, but does not apply to other types of bicycle facilities. O. Reg. 366/18, s. 8.

TABLE 1  
 ICE FORMATION PREVENTION

Class of Highway	Time
1	6 hours
2	8 hours
3	16 hours
4	24 hours
5	24 hours

O. Reg. 366/18, s. 8.

TABLE 2  
 TREATMENT OF ICY ROADWAYS

Class of Highway	Time
1	3 hours
2	4 hours
3	8 hours
4	12 hours
5	16 hours

O. Reg. 366/18, s. 8.

**Icy roadways, significant weather event**

5.1 (1) If a municipality declares a significant weather event relating to ice, the standard for treating icy roadways until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to treat icy roadways, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 8.

(2) If the municipality complies with subsection (1), all roadways within the municipality are deemed to be in a state of repair with respect to any ice which forms or may be present until the applicable time in Table 2 to section 5 expires after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 8.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and

(b) treat icy roadways in accordance with section 5. O. Reg. 366/18, s. 8.

**Potholes**

6. (1) If a pothole exceeds both the surface area and depth set out in Table 1, 2 or 3 to this section, as the case may be, the standard is to repair the pothole within the time set out in Table 1, 2 or 3, as appropriate, after becoming aware of the fact. O. Reg. 239/02, s. 6 (1); O. Reg. 366/18, s. 8 (1).

(1.1) For the purposes of this section, the surface area and depth of a pothole may be determined in accordance with subsections (1.2) and (1.3), as applicable, by a municipal employee, agent or contractor whose duties or responsibilities include one or more of the following:

1. Patrolling highways.
2. Performing highway maintenance activities.
3. Supervising staff who perform activities described in paragraph 1 or 2. O. Reg. 366/18, s. 8 (2).

(1.2) The depth and surface area of a pothole may be determined by,

- (a) performing an actual measurement; or
- (b) performing a visual estimate. O. Reg. 366/18, s. 8 (2).

(1.3) For the purposes of this section, the surface area of a pothole does not include any area that is merely depressed and not yet broken fully through the surface of the roadway. O. Reg. 366/18, s. 8 (2).

(2) A pothole is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in Table 1, 2 or 3, as appropriate. O. Reg. 239/02, s. 6 (2); O. Reg. 47/13, s. 6.

TABLE 1  
POTHOLES ON PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1000 cm <sup>2</sup>	8 cm	7 days
4	1000 cm <sup>2</sup>	8 cm	14 days
5	1000 cm <sup>2</sup>	8 cm	30 days

O. Reg. 239/02, s. 6, Table 1.

TABLE 2  
POTHOLES ON NON-PAVED SURFACE OF ROADWAY

Class of Highway	Surface Area	Depth	Time
3	1500 cm <sup>2</sup>	8 cm	7 days
4	1500 cm <sup>2</sup>	10 cm	14 days
5	1500 cm <sup>2</sup>	12 cm	30 days

O. Reg. 239/02, s. 6, Table 2.

TABLE 3  
POTHOLES ON PAVED OR NON-PAVED SURFACE OF SHOULDER

Class of Highway	Surface Area	Depth	Time
1	1500 cm <sup>2</sup>	8 cm	7 days
2	1500 cm <sup>2</sup>	8 cm	7 days
3	1500 cm <sup>2</sup>	8 cm	14 days
4	1500 cm <sup>2</sup>	10 cm	30 days
5	1500 cm <sup>2</sup>	12 cm	60 days

O. Reg. 239/02, s. 6, Table 3.

**Shoulder drop-offs**

7. (1) If a shoulder drop-off is deeper than 8 cm, for a continuous distance of 20 metres or more, the standard is to repair the shoulder drop-off within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 9 (1).

(2) A shoulder drop-off is deemed to be in a state of repair if its depth is less than 8 cm. O. Reg. 366/18, s. 9 (1).

(3) In this section,

"shoulder drop-off" means the vertical differential, where the paved surface of the roadway is higher than the surface of the shoulder, between the paved surface of the roadway and the paved or non-paved surface of the shoulder. O. Reg. 239/02, s. 7 (3).

TABLE  
SHOULDER DROP-OFFS

Class of Highway	Time
1	4 days
2	4 days
3	7 days
4	14 days
5	30 days

O. Reg. 366/18, s. 9 (2).

#### Cracks

8. (1) If a crack on the paved surface of a roadway is greater than 5 cm wide and 5 cm deep for a continuous distance of three metres or more, the standard is to repair the crack within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 10 (1).

(2) A crack is deemed to be in a state of repair if its width or depth is less than or equal to 5 cm. O. Reg. 366/18, s. 10 (1).

TABLE  
CRACKS

Column 1 Class of Highway	Column 2 Time
1	30 days
2	30 days
3	60 days
4	180 days
5	180 days

O. Reg. 366/18, s. 10 (2).

#### Debris

9. (1) If there is debris on a roadway, the standard is to deploy resources, as soon as practicable after becoming aware of the fact, to remove the debris. O. Reg. 239/02, s. 9 (1); O. Reg. 366/18, s. 11.

(2) In this section,

"debris" means any material (except snow, slush or ice) or object on a roadway,

(a) that is not an integral part of the roadway or has not been intentionally placed on the roadway by a municipality, and

(b) that is reasonably likely to cause damage to a motor vehicle or to injure a person in a motor vehicle. O. Reg. 239/02, s. 9 (2); O. Reg. 47/13, s. 9.

#### Luminaires

10. (0.1) REVOKED: O. Reg. 366/18, s. 12.

(1) The standard for the frequency of inspecting all luminaires to check to see that they are functioning is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 12.

(2) For conventional illumination, if three or more consecutive luminaires on the same side of a highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(3) For conventional illumination and high mast illumination, if 30 per cent or more of the luminaires on any kilometre of highway are not functioning, the standard is to repair the luminaires within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 366/18, s. 12.

(4) Despite subsection (2), for high mast illumination, if all of the luminaires on consecutive poles on the same side of a highway are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(5) Despite subsections (1), (2) and (3), for conventional illumination and high mast illumination, if more than 50 per cent of the luminaires on any kilometre of a Class 1 highway with a speed limit of 90 kilometres per hour or more are not functioning, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the luminaires. O. Reg. 366/18, s. 12.

(6) Luminaires are deemed to be in a state of repair,

- (a) for the purpose of subsection (2), if the number of non-functioning consecutive luminaires on the same side of a highway does not exceed two;
- (b) for the purpose of subsection (3), if more than 70 per cent of luminaires on any kilometre of highway are functioning;
- (c) for the purpose of subsection (4), if one or more of the luminaires on consecutive poles on the same side of a highway are functioning;
- (d) for the purpose of subsection (5), if more than 50 per cent of luminaires on any kilometre of highway are functioning. O. Reg. 366/18, s. 12.

(7) In this section,

"conventional illumination" means lighting, other than high mast illumination, where there are one or more luminaires per pole;

"high mast illumination" means lighting where there are three or more luminaires per pole and the height of the pole exceeds 20 metres;

"luminaire" means a complete lighting unit consisting of,

- (a) a lamp, and
- (b) parts designed to distribute the light, to position or protect the lamp and to connect the lamp to the power supply. O. Reg. 239/02, s. 10 (7).

TABLE  
LUMINAIRES

Class of Highway	Time
1	7 days
2	7 days
3	14 days
4	14 days
5	14 days

O. Reg. 239/02, s. 10, Table.

#### Signs

11. (0.1) The standard for the frequency of inspecting signs of a type listed in subsection (2) to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 7 (1); O. Reg. 47/13, s. 11 (1); O. Reg. 366/18, s. 13.

(0.2) A sign that has been inspected in accordance with subsection (0.1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 11 (2).

(1) If any sign of a type listed in subsection (2) is illegible, improperly oriented, obscured or missing, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair or replace the sign. O. Reg. 239/02, s. 11 (1); O. Reg. 23/10, s. 7 (2); O. Reg. 366/18, s. 13.

(2) This section applies to the following types of signs:

1. Checkerboard.
2. Curve sign with advisory speed tab.
3. Do not enter.
- 3.1 Load Restricted Bridge.
- 3.2 Low Bridge.
- 3.3 Low Bridge Ahead.
4. One Way.
5. School Zone Speed Limit.
6. Stop.
7. Stop Ahead.
8. Stop Ahead, New.
9. Traffic Signal Ahead, New.
10. Two-Way Traffic Ahead.
11. Wrong Way.
12. Yield.
13. Yield Ahead.
14. Yield Ahead, New. O. Reg. 239/02, s. 11 (2); O. Reg. 23/10, s. 7 (3).

**Regulatory or warning signs**

**12.** (1) The standard for the frequency of inspecting regulatory signs or warning signs to check to see that they meet the retro-reflectivity requirements of the Ontario Traffic Manual is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 8; O. Reg. 47/13, s. 12 (1); O. Reg. 366/18, s. 13.

(1.1) A regulatory sign or warning sign that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to the retro-reflectivity requirements of the Ontario Traffic Manual until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the sign has ceased to meet these requirements. O. Reg. 47/13, s. 12 (2).

(2) If a regulatory sign or warning sign is illegible, improperly oriented, obscured or missing, the standard is to repair or replace the sign within the time set out in the Table to this section after becoming aware of the fact. O. Reg. 23/10, s. 8; O. Reg. 366/18, s. 13.

(3) In this section,

“regulatory sign” and “warning sign” have the same meanings as in the Ontario Traffic Manual, except that they do not include a sign listed in subsection 11 (2) of this Regulation. O. Reg. 23/10, s. 8.

TABLE  
REGULATORY AND WARNING SIGNS

Class of Highway	Time
1	7 days
2	14 days
3	21 days
4	30 days
5	30 days

O. Reg. 239/02, s. 12, Table.

**Traffic control signal systems**

**13.** (1) If a traffic control signal system is defective in any way described in subsection (2), the standard is to deploy resources as soon as practicable after becoming aware of the defect to repair the defect or replace the defective component of the traffic control signal system. O. Reg. 239/02, s. 13 (1); O. Reg. 366/18, s. 13.

(2) This section applies if a traffic control signal system is defective in any of the following ways:

1. One or more displays show conflicting signal indications.
2. The angle of a traffic control signal or pedestrian control indication has been changed in such a way that the traffic or pedestrian facing it does not have clear visibility of the information conveyed or that it conveys confusing information to traffic or pedestrians facing other directions.
3. A phase required to allow a pedestrian or vehicle to safely travel through an intersection fails to occur.
4. There are phase or cycle timing errors interfering with the ability of a pedestrian or vehicle to safely travel through an intersection.
5. There is a power failure in the traffic control signal system.
6. The traffic control signal system cabinet has been displaced from its proper position.
7. There is a failure of any of the traffic control signal support structures.
8. A signal lamp or a pedestrian control indication is not functioning.
9. Signals are flashing when flashing mode is not a part of the normal signal operation. O. Reg. 239/02, s. 13 (2).

(3) Despite subsection (1) and paragraph 8 of subsection (2), if the posted speed of all approaches to the intersection or location of the non-functioning signal lamp or pedestrian control indication is less than 80 kilometres per hour and the signal that is not functioning is a green or a pedestrian "walk" signal, the standard is to repair or replace the defective component by the end of the next business day. O. Reg. 239/02, s. 13 (3); O. Reg. 366/18, s. 13.

(4) In this section and section 14,

"cycle" means a complete sequence of traffic control indications at a location;

"display" means the illuminated and non-illuminated signals facing the traffic;

"indication" has the same meaning as in the *Highway Traffic Act*,

"phase" means a part of a cycle from the time where one or more traffic directions receive a green indication to the time where one or more different traffic directions receive a green indication;

"power failure" means a reduction in power or a loss in power preventing the traffic control signal system from operating as intended;

"traffic control signal" has the same meaning as in the *Highway Traffic Act*,

"traffic control signal system" has the same meaning as in the *Highway Traffic Act*. O. Reg. 239/02, s. 13 (4).

#### **Traffic control signal system sub-systems**

**14.** (1) The standard is to inspect, test and maintain the following traffic control signal system sub-systems once per calendar year, with each inspection taking place not more than 16 months from the previous inspection:

1. The display sub-system, consisting of traffic signal and pedestrian crossing heads, physical support structures and support cables.
2. The traffic control sub-system, including the traffic control signal cabinet and internal devices such as timer, detection devices and associated hardware, but excluding conflict monitors.
3. The external detection sub-system, consisting of detection sensors for all vehicles, including emergency and railway vehicles and pedestrian push- buttons. O. Reg. 239/02, s. 14 (1); O. Reg. 47/13, s. 13 (1); O. Reg. 366/18, s. 13.

(1.1) A traffic control signal system sub-system that has been inspected, tested and maintained in accordance with subsection (1) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the traffic control signal system sub-system has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (2).

(2) The standard is to inspect, test and maintain conflict monitors every five to seven months and at least twice per calendar year. O. Reg. 239/02, s. 14 (2); O. Reg. 47/13, s. 13 (3); O. Reg. 366/18, s. 13.

(2.1) A conflict monitor that has been inspected, tested and maintained in accordance with subsection (2) is deemed to be in a state of repair until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge that the conflict monitor has ceased to be in a state of repair. O. Reg. 47/13, s. 13 (4).

(3) In this section,

"conflict monitor" means a device that continually checks for conflicting signal indications and responds to a conflict by emitting a signal. O. Reg. 239/02, s. 14 (3).

**Bridge deck spalls**

**15.** (1) If a bridge deck spall exceeds both the surface area and depth set out in the Table to this section, the standard is to repair the bridge deck spall within the time set out in the Table after becoming aware of the fact. O. Reg. 239/02, s. 15 (1); O. Reg. 366/18, s. 13.

(2) A bridge deck spall is deemed to be in a state of repair if its surface area or depth is less than or equal to that set out in the Table. O. Reg. 239/02, s. 15 (2); O. Reg. 47/13, s. 14.

(3) In this section,

"bridge deck spall" means a cavity left by one or more fragments detaching from the paved surface of the roadway or shoulder of a bridge. O. Reg. 239/02, s. 15 (3).

TABLE  
BRIDGE DECK SPALLS

Class of Highway	Surface Area	Depth	Time
1	600 cm <sup>2</sup>	8 cm	4 days
2	800 cm <sup>2</sup>	8 cm	4 days
3	1,000 cm <sup>2</sup>	8 cm	7 days
4	1,000 cm <sup>2</sup>	8 cm	7 days
5	1,000 cm <sup>2</sup>	8 cm	7 days

O. Reg. 239/02, s. 15, Table.

**Roadway surface discontinuities**

**16.** (1) If a surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, exceeds the height set out in the Table to this section, the standard is to repair the surface discontinuity within the time set out in the Table after becoming aware of the fact. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(1.1) A surface discontinuity on a roadway, other than a surface discontinuity on a bridge deck, is deemed to be in a state of repair if its height is less than or equal to the height set out in the Table to this section. O. Reg. 47/13, s. 15.

(2) If a surface discontinuity on a bridge deck exceeds five centimetres, the standard is to deploy resources as soon as practicable after becoming aware of the fact to repair the surface discontinuity on the bridge deck. O. Reg. 23/10, s. 9; O. Reg. 366/18, s. 13.

(2.1) A surface discontinuity on a bridge deck is deemed to be in a state of repair if its height is less than or equal to five centimetres. O. Reg. 47/13, s. 15.

(3) In this section,

"surface discontinuity" means a vertical discontinuity creating a step formation at joints or cracks in the paved surface of the roadway, including bridge deck joints, expansion joints and approach slabs to a bridge. O. Reg. 23/10, s. 9.

TABLE  
SURFACE DISCONTINUITIES

Class of Highway	Height	Time
1	5 cm	2 days
2	5 cm	2 days

3	5 cm	7 days
4	5 cm	21 days
5	5 cm	21 days

O. Reg. 239/02, s. 16, Table.

#### Sidewalk surface discontinuities

**16.1** (1) The standard for the frequency of inspecting sidewalks to check for surface discontinuity is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 23/10, s. 10; O. Reg. 47/13, s. 16 (1); O. Reg. 366/18, s. 13.

(1.1) A sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair with respect to any surface discontinuity until the next inspection in accordance with that subsection, provided that the municipality does not acquire actual knowledge of the presence of a surface discontinuity in excess of two centimetres. O. Reg. 47/13, s. 16 (2).

(2) If a surface discontinuity on or within a sidewalk exceeds two centimetres, the standard is to treat the surface discontinuity within 14 days after acquiring actual knowledge of the fact. O. Reg. 366/18, s. 14.

(2.1) REVOKED: O. Reg. 366/18, s. 14.

(3) A surface discontinuity on or within a sidewalk is deemed to be in a state of repair if it is less than or equal to two centimetres. O. Reg. 366/18, s. 14.

(4) For the purpose of subsection (2), treating a surface discontinuity on or within a sidewalk means taking reasonable measures to protect users of the sidewalk from the discontinuity, including making permanent or temporary repairs, alerting users' attention to the discontinuity or preventing access to the area of discontinuity. O. Reg. 366/18, s. 14.

(5) In this section,

"surface discontinuity" means a vertical discontinuity creating a step formation at any joint or crack in the surface of the sidewalk or any vertical height difference between a utility appurtenance found on or within the sidewalk and the surface of the sidewalk. O. Reg. 366/18, s. 14.

#### Encroachments, area adjacent to sidewalk

**16.2** (1) The standard for the frequency of inspecting an area adjacent to a sidewalk to check for encroachments is once per calendar year, with each inspection taking place not more than 16 months from the previous inspection. O. Reg. 366/18, s. 15.

(2) The area adjacent to a sidewalk that has been inspected in accordance with subsection (1) is deemed to be in a state of repair in respect of any encroachment present. O. Reg. 366/18, s. 15.

(3) For greater certainty, the area adjacent to a sidewalk begins at the outer edges of a sidewalk and ends at the lesser of the limit of the highway, the back edge of a curb if there is a curb and a maximum of 45 cm. O. Reg. 366/18, s. 15.

(4) The area adjacent to a sidewalk is deemed to be in a state of repair in respect of any encroachment present unless the encroachment is determined by a municipality to be highly unusual given its character and location or to constitute a significant hazard to pedestrians. O. Reg. 366/18, s. 15.

(5) If a municipality determines that an encroachment is highly unusual given its character and location or constitutes a significant hazard to pedestrians, the standard is to treat the encroachment within 28 days after making such a determination, and the encroachment is deemed in a state of repair for 28 days from the time of the determination by the municipality. O. Reg. 366/18, s. 15.

(6) For the purpose of subsection (4), treating an encroachment means taking reasonable measures to protect users, including making permanent or temporary repairs, alerting users' attention to the encroachment or preventing access to the area of the encroachment. O. Reg. 366/18, s. 15.

#### Snow accumulation on sidewalks

**16.3** (1) Subject to section 16.4, the standard for addressing snow accumulation on a sidewalk after the snow accumulation has ended is,

- a) to reduce the snow to a depth less than or equal to 8 centimetres within 48 hours; and
- b) to provide a minimum sidewalk width of 1 metre. O. Reg. 366/18, s. 15.

(2) If the depth of snow accumulation on a sidewalk is less than or equal to 8 centimetres, the sidewalk is deemed to be in a state of repair in respect of snow accumulation. O. Reg. 366/18, s. 15.



(3) If the depth of snow accumulation on a sidewalk exceeds 8 centimetres while the snow continues to accumulate, the sidewalk is deemed to be in a state of repair with respect to snow accumulation, until 48 hours after the snow accumulation ends. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, the depth of snow accumulation on a sidewalk may be determined in the same manner as set out in subsection 4 (4) and by the persons mentioned in subsection 4 (3) with necessary modifications. O. Reg. 366/18, s. 15.

(5) For the purposes of this section, addressing snow accumulation on a sidewalk includes,

- (a) plowing the sidewalk;
- (b) salting the sidewalk;
- (c) applying abrasive materials to the sidewalk;
- (d) applying other chemical or organic agents to the sidewalk; or
- (e) any combination of the methods described in clauses (a) to (d). O. Reg. 366/18, s. 15.

**Snow accumulation on sidewalks, significant weather event**

**16.4** (1) If a municipality declares a significant weather event relating to snow accumulation, the standard for addressing snow accumulation on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and
- (b) if deemed practicable by the municipality, to deploy resources to address snow accumulation on sidewalks starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.

(2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any snow present until 48 hours following the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.

(3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,

- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address snow accumulation on sidewalks in accordance with section 16.3. O. Reg. 366/18, s. 15.

**Ice formation on sidewalks and icy sidewalks**

**16.5** (1) Subject to section 16.6, the standard for the prevention of ice formation on sidewalks is to,

- (a) monitor the weather in accordance with section 3.1 in the 24-hour period preceding an alleged formation of ice on a sidewalk; and
- (b) treat the sidewalk if practicable to prevent ice formation or improve traction within 48 hours if the municipality determines that there is a substantial probability of ice forming on a sidewalk, starting from the time that the municipality determines is the appropriate time to deploy resources for that purpose. O. Reg. 366/18, s. 15.

(2) If ice forms on a sidewalk even though the municipality meets the standard set out in subsection (1), the sidewalk is deemed to be in a state of repair in respect of ice until 48 hours after the municipality first becomes aware of the fact that the sidewalk is icy. O. Reg. 366/18, s. 15.

(3) The standard for treating icy sidewalks after the municipality becomes aware of the fact that a sidewalk is icy is to treat the icy sidewalk within 48 hours, and an icy sidewalk is deemed to be in a state of repair for 48 hours after it has been treated. O. Reg. 366/18, s. 15.

(4) For the purposes of this section, treating a sidewalk means applying materials including salt, sand or any combination of salt and sand to the sidewalk. O. Reg. 366/18, s. 15.

**Icy sidewalks, significant weather event**

**16.6** (1) If a municipality declares a significant weather event relating to ice, the standard for addressing ice formation or ice on sidewalks until the declaration of the end of the significant weather event is,

- (a) to monitor the weather in accordance with section 3.1; and

- (b) if deemed practicable by the municipality, to deploy resources to treat the sidewalks to prevent ice formation or improve traction, or treat the icy sidewalks, starting from the time that the municipality deems appropriate to do so. O. Reg. 366/18, s. 15.
- (2) If the municipality complies with subsection (1), all sidewalks within the municipality are deemed to be in a state of repair with respect to any ice which forms or is present until 48 hours after the declaration of the end of the significant weather event by the municipality. O. Reg. 366/18, s. 15.
- (3) Following the end of the weather hazard in respect of which a significant weather event was declared by a municipality under subsection (1), the municipality shall,
- (a) declare the end of the significant weather event when the municipality determines it is appropriate to do so; and
- (b) address the prevention of ice formation on sidewalks or treat icy sidewalks in accordance with section 16.5. O. Reg. 366/18, s. 15.

#### **Winter sidewalk patrol**

**16.7** (1) If it is determined by the municipality that the weather monitoring referred to in section 3.1 indicates that there is a substantial probability of snow accumulation on sidewalks in excess of 8 cm, ice formation on sidewalks or icy sidewalks, the standard for patrolling sidewalks is to patrol sidewalks that the municipality selects as representative of its sidewalks at intervals deemed necessary by the municipality. O. Reg. 366/18, s. 15.

(2) Patrolling a sidewalk consists of visually observing the sidewalk, either by driving by the sidewalk on the adjacent roadway or by driving or walking on the sidewalk or by electronically monitoring the sidewalk, and may be performed by persons responsible for patrolling roadways or sidewalks or by persons responsible for or performing roadway or sidewalk maintenance activities. O. Reg. 366/18, s. 15.

#### **Closure of a highway**

**16.8** (1) When a municipality closes a highway or part of a highway pursuant to its powers under the Act, the highway is deemed to be in a state of repair in respect of all conditions described in this Regulation from the time of the closure until the highway is re-opened by the municipality. O. Reg. 366/18, s. 15.

- (2) For the purposes of subsection (1), a highway or part of a highway is closed on the earlier of,
- (a) when a municipality passes a by-law to close the highway or part of the highway; and
- (b) when a municipality has taken such steps as it determines necessary to temporarily close the highway or part of a highway. O. Reg. 366/18, s. 15.

#### **Declaration of significant weather event**

**16.9.** A municipality declaring the beginning of a significant weather event or declaring the end of a significant weather event under this Regulation shall do so in one or more of the following ways:

1. By posting a notice on the municipality's website.
2. By making an announcement on a social media platform, such as Facebook or Twitter.
3. By sending a press release or similar communication to internet, newspaper, radio or television media.
4. By notification through the municipality's police service.
5. By any other notification method required in a by-law of the municipality. O. Reg. 366/18, s. 15.

### **REVIEW OF REGULATION**

#### **Review**

**17.** (1) The Minister of Transportation shall conduct a review of this Regulation and Ontario Regulation 612/06 (Minimum Maintenance Standards for Highways in the City of Toronto) made under the *City of Toronto Act, 2006* every five years. O. Reg. 613/06, s. 2.

(2) Despite subsection (1), the first review after the completion of the review started before the end of 2007 shall be started five years after the day Ontario Regulation 23/10 is filed. O. Reg. 23/10, s. 11.

**18.** OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS REGULATION). O. Reg. 239/02, s. 18.

City of Temiskaming Shores  
Minimum Maintenance Standards

Schedule "B" to  
By-law No. 2018-129

Asset ID	Asset Name	Status	Asset Material Code	Location	From	To	Length (m)	Width (m)	Concrete Curb	Road Class	Description
D12000E	Annette Ave.	ACTV	ASPHLT	DY	Raymond St	Laurette St	103.00	7.80	No	4	Raymond St to Laurette St
D20000E	Benoit Drive	ACTV	ASPHLT	DY	Dawson Pt Rd	end	508.00	7.00	No	6	Dawson Pt Rd to end
D23000E	Brazeau Blvd.	ACTV	GRAV	DY	Hawn Dr	NW corner	304.00	10.40	No	6	Hawn Dr to NW corner
D23001E	Brazeau Blvd.	ACTV	GRAV	DY	Hawn Dr	SW corner	308.00	10.40	No	6	Hawn Dr to SW corner
D4000S	Brazeau Blvd.	ACTV	GRAV	DY	SW corner	NW corner	228.00	10.40	No	6	SW corner to NW corner
D10000E	Caroline Ct.	ACTV	ASPHLT	DY	Crystal Ct	NW corner	127.00	8.50	No	5	Crystal Ct to NW corner
D10001E	Caroline Ct.	ACTV	ASPHLT	DY	SW corner	Crystal Ct	130.00	8.50	No	5	SW corner to Crystal Ct
D13000S	Caroline Ct.	ACTV	ASPHLT	DY	NW corner	SW corner	163.00	8.50	No	5	NW corner to SW corner
D13000E	Colette St.	ACTV	ASPHLT	DY	Laurette St	Crystal Ct	240.00	8.30	No	5	Laurette St to Crystal Ct
D14000S	Crystal Crescent	ACTV	ASPHLT	DY	Driftwood Dr	Driftwood Dr	195.00	8.50	No	4	Driftwood Dr to Driftwood Dr
D14001S	Crystal Crescent	ACTV	ASPHLT	DY	Driftwood Dr	Zetta Ct	137.00	8.50	No	4	Driftwood Dr to Zetta Ct
D14002S	Crystal Crescent	ACTV	ASPHLT	DY	Zetta Ct	Caroline Ct	70.00	8.50	No	4	Zetta Ct to Caroline Ct
D14003S	Crystal Crescent	ACTV	ASPHLT	DY	Caroline Ct	Zetta Ct	83.00	8.50	No	4	Caroline Ct to Zetta Ct
D14004S	Crystal Crescent	ACTV	ASPHLT	DY	Zetta Ct	Caroline Ct	71.00	8.50	No	4	Zetta Ct to Caroline Ct
D14006S	Crystal Crescent	ACTV	ASPHLT	DY	Caroline Ct	Colette St	111.00	8.50	No	4	Caroline Ct to Colette St
D14007S	Crystal Crescent	ACTV	ASPHLT	DY	Colette St	Drive in Theatre Rd	61.00	8.50	No	4	Colette St to Drive in Theatre Rd
D6000E	Crystal Crescent	ACTV	ASPHLT	DY	Raymond St	Laurette St	101.00	8.50	No	5	Raymond St to Laurette St
D6001E	Crystal Crescent	ACTV	ASPHLT	DY	Laurette St	Rondeau Rd	98.00	8.50	No	4	Laurette St to Rondeau Rd
D6002E	Crystal Crescent	ACTV	ASPHLT	DY	Rondeau Rd	Rondeau Rd	111.00	8.50	No	4	Rondeau Rd to Rondeau Rd
D6003E	Crystal Crescent	ACTV	ASPHLT	DY	Rondeau Rd	Driftwood Dr	93.00	8.50	No	4	Rondeau Rd to Driftwood Dr
D2000E	Dale's Road	ABND	GRAV	DY	McLean Rd	Hwy 11	1580.00	7.80	No	6	McLean Rd to Hwy 11
D2001E	Dale's Road	ACTV	GRAV	DY	Hwy. 11	Peter's Rd	1640.00	7.80	No	6	Hwy. 11 to Peter's Rd
D2002E	Dale's Road	ACTV	GRAV	DY	Peter's Rd	Sales Barn Rd	1580.00	7.80	No	6	Peter's Rd to Sales Barn Rd
D19000E	Dawson Point Rd	ACTV	ASPHLT	DY	Peter's Rd	Benoit Dr	528.00	6.20	No	4	Peter's Rd to Benoit Dr
D19001E	Dawson Point Rd	ACTV	ASPHLT	DY	Benoit Dr	City limit	1080.00	6.20	No	4	Benoit Dr to City limit
D15000S	Driftwood Drive	ACTV	ASPHLT	DY	NE corner	SE corner	258.00	8.40	No	5	NE corner to SE corner
D7000E	Driftwood Drive	ACTV	ASPHLT	DY	Crystal Ct	NE corner	66.00	8.40	No	5	Crystal Ct to NE corner
D7001E	Driftwood Drive	ACTV	ASPHLT	DY	SE corner	Crystal Ct	103.00	8.40	No	5	SE corner to Crystal Ct
D15000E	Drive In Theatre Road	ACTV	ASPHLT	DY	Hwy 11	Raymond St	184.00	9.00	No	4	Hwy 11 to Raymond St
D15001E	Drive In Theatre Road	ACTV	ASPHLT	DY	Raymond St	Laurette St	111.00	9.00	No	4	Raymond St to Laurette St
D15002E	Drive In Theatre Road	ACTV	ASPHLT	DY	Laurette St	Grant Dr	54.00	9.00	No	4	Laurette St to Grant Dr
D15003E	Drive In Theatre Road	ACTV	ASPHLT	DY	Grant Dr	Crystal Ct	192.00	9.00	No	4	Grant Dr to Crystal Ct
D15004E	Drive In Theatre Road	ACTV	ASPHLT	DY	Crystal Ct	St Joseph Ct	154.00	9.00	No	5	Crystal Ct to St Joseph Ct
D15005E	Drive In Theatre Road	ACTV	GRAV	DY	St. Joseph Ct	Peter's Rd	886.00	9.00	No	6	St. Joseph Ct to Peter's Rd
D14000E	Golf Course Road	ACTV	ASPHLT	DY	Hwy. 65 W	River Rd	236.00	6.70	No	4	Hwy. 65 W to River Rd
D14001E	Golf Course Road	ACTV	ASPHLT	DY	River Rd	McClean Rd	1590.00	6.70	No	4	River Rd to McClean Rd
D14002E	Golf Course Road	ACTV	ASPHLT	DY	McClean Rd	Hwy 11	1610.00	6.70	No	4	McClean Rd to Hwy 11
D11000S	Grant Drive	ACTV	ASPHLT	DY	Wilson Ave	Drive in Theatre Rd	1175.00	7.00	No	4	Wilson Ave to Drive in Theatre Rd
D18000E	Gray Road	ACTV	ASPHLT	DY	Hwy. 65 E	Westerly	255.00	6.00	No	5	Hwy. 65 E to Westerly
D22000E	Hawn Drive	ACTV	GRAV	DY	Rockley Rd	Brazeau Blvd	127.00	10.40	No	6	Rockley Rd to Brazeau Blvd
D5000S	Hawn Drive	ACTV	GRAV	DY	Brazeau Blvd	Brazeau Blvd	233.00	10.40	No	6	Brazeau Blvd to Brazeau Blvd
D5001S	Hawn Drive	ACTV	GRAV	DY	Brazeau Blvd	Radley Hill Rd	894.00	10.40	No	6	Brazeau Blvd to Radley Hill Rd
D5001E-A	Radley Hill Rd	ACTV	GRAV	DY	Hawn Dr	Hwy 11	156.00	10.40	No	6	Hawn Dr to Hwy 11
D3000E	Heroux Rd	ACTV	GRAV	DY	River Rd	end	914.00	8.00	No	6	River Rd to end
D2000S	Laforest Road	ACTV	GRAV	DY	Pete's Dam Rd	Hwy 65	1550.00	6.40	No	6	Pete's Dam Rd to Hwy 65
D2001S	Laforest Road	ACTV	GRAV	DY	Rockley Rd	Petes Dam Rd	1620.00	6.40	No	6	Rockley Rd to Petes Dam Rd
D2002S	Laforest Road	ACTV	GRAV	DY	Forgotten Corner	Rockley Rd	2570.00	6.40	No	6	Forgotten Corner to Rockley Rd
D10000S	Laurette Street	ACTV	ASPHLT	DY	Crystal Ct	end	112.00	8.80	No	4	Crystal Ct to end
D10001S	Laurette Street	ACTV	ASPHLT	DY	Roland Rd	Crystal Ct	247.00	8.80	No	4	Roland Rd to Crystal Ct
D10002S	Laurette Street	ACTV	ASPHLT	DY	Annette Ave	Roland Rd	169.00	8.80	No	4	Annette Ave to Roland Rd
D10003S	Laurette Street	ACTV	ASPHLT	DY	Colette St	Annette Ave	111.00	8.80	No	4	Colette St to Annette Ave
D10004S	Laurette Street	ACTV	ASPHLT	DY	Drive in Theatre Rd	Colette St	61.00	8.80	No	4	Drive in Theatre Rd to Colette St
D8000S	Maille Drive	ACTV	GRAV	DY	Hwy. 11	Hwy 11	425.00	6.40	No	5	Hwy. 11 to Hwy 11

D7000S	Mclean Road	ABND	GRAV	DY	Young's Rd	Dale's Rd	1620.00	5.10	No	6	Young's Rd to Dale's Rd
D7001S	Mclean Road	ACTV	GRAV	DY	Golf Course Rd	Young's Rd	1590.00	6.00	No	6	Golf Course Rd to Young's Rd
D18000S	Peter's Road	ACTV	GRAV	DY	Dale's Rd	Uno Park Rd	1580.00	8.00	No	6	Dale's Rd to Uno Park Rd
D18001S	Peter's Road	ACTV	GRAV	DY	Tobler's Rd	Dale's Rd	1620.00	8.00	No	6	Tobler's Rd to Dale's Rd
D18002S	Peter's Road	ACTV	GRAV	DY	Drive in Theatre Rd	Tobler's Rd	1600.00	8.00	No	6	Drive in Theatre Rd to Tobler's Rd
D18003S	Peter's Road	ACTV	GRAV	DY	Hwy. 65	Drive in Theatre Rd	1640.00	8.00	No	6	Hwy. 65 to Drive in Theatre Rd
D18004S	Peter's Road	ACTV	OTH	DY	Red Fox Ave	Hwy 65	609.00	8.00	No	5	Red Fox Ave to Hwy 65
D18005S	Peter's Road	ACTV	OTH	DY	Dawson Pt Rd	Red Fox Ave	105.00	8.00	No	5	Dawson Pt Rd to Red Fox Ave
D17000E	Pete's Dam Road	ACTV	RAP	DY	Laforest Rd	Hwy 65	2290.00	6.70	No	6	Laforest Rd to Hwy 65
D1000S	Pipeline Road	ACTV	GRAV	DY	Hwy. 65	Uno Park Rd	4820.00	8.50	No	6	Hwy. 65 to Uno Park Rd
D1001S	Pipeline Road	ACTV	GRAV	DY	Rockley Rd	Hwy 65	3200.00	8.50	No	6	Rockley Rd to Hwy 65
D1002S	Pipeline Road	ACTV	GRAV	DY	Rockley Rd	end	877.00	8.50	No	6	Rockley Rd to end
D9000S	Raymond Street	ACTV	ASPHLT	DY	Roland Rd	Crystal Ct	201.00	8.40	No	5	Roland Rd to Crystal Ct
D9001S	Raymond Street	ACTV	ASPHLT	DY	Annette Ave	Roland Rd	169.00	8.40	No	5	Annette Ave to Roland Rd
D9002S	Raymond Street	ACTV	ASPHLT	DY	Drive in Theatre Rd	Annette Ave	173.00	8.40	No	5	Drive in Theatre Rd to Annette Ave
D9003S	Raymond Street	ACTV	ASPHLT	DY	Roland Rd	Roland Rd	43.00	8.40	No	5	Roland Rd to Roland Rd
D3000S	River Road	ACTV	GRAV	DY	Heroux Rd	Uno Park Rd	4330.00	8.00	No	6	Heroux Rd to Uno Park Rd
D3001S	River Road	ACTV	GRAV	DY	Golf Course Rd	Heroux Rd	1620.00	8.00	No	6	Golf Course Rd to Heroux Rd
D21000E	Rockley Rd.	ACTV	GRAV	DY	Laforest Rd	Pipeline Rd	1590.00	8.00	No	5	Laforest Rd to Pipeline Rd
D21001E	Rockley Rd.	ACTV	GRAV	DY	Laforest Rd	NE corner	3030.00	8.00	No	5	Laforest Rd to NE corner
D6000S	Rockley Rd.	ACTV	ASPHLT	DY	NE corner	Hawn Dr	384.00	8.00	No	5	NE corner to Hawn Dr
D6001S	Rockley Rd.	ACTV	ASPHLT	DY	Hawn Dr	Hwy 11	154.00	8.00	Yes	5	Hawn Dr to Hwy 11
D9001E	Roland Road	ACTV	ASPHLT	DY	Raymond St	Laurette St	100.00	7.50	No	5	Raymond St to Laurette St
D9000E	Roland Road	ACTV	ASPHLT	DY	Hwy. 11	Raymond St	182.00	7.50	No	5	Hwy. 11 to Raymond St
D12000S	Rondeau Road	ACTV	ASPHLT	DY	Crystal Ct	SW corner	151.00	8.10	No	5	Crystal Ct to SW corner
D12001S	Rondeau Road	ACTV	ASPHLT	DY	SE corner	Crystal Ct	175.00	8.10	No	5	SE corner to Crystal Ct
D8000E	Rondeau Road	ACTV	ASPHLT	DY	SW corner	SE corner	100.00	8.10	No	5	SW corner to SE corner
D19000S	Sales Barn Rd.	ACTV	GRAV	DY	Dale's Rd	Uno Park Rd	1570.00	8.00	No	6	Dale's Rd to Uno Park Rd
D19001S	Sales Barn Rd.	ACTV	GRAV	DY	Toblers Rd	Dale's Rd	1680.00	8.00	No	6	Toblers Rd to Dale's Rd
D19002S	Sales Barn Rd.	ACTV	GRAV	DY	Tucker Rd	Tobler's Rd	1580.00	8.00	No	6	Tucker Rd to Tobler's Rd
D19003S	Sales Barn Rd.	ACTV	GRAV	DY	Hwy. 65	Tucker Rd	1600.00	8.00	No	6	Hwy. 65 to Tucker Rd
D17000S	St. Joseph's Court	ACTV	ASPHLT	DY	Drive In Theatre Rd	Dead end	142.00	8.00	No	5	Drive In Theatre Rd to Dead end
D5000E	Tobler's Road	ACTV	GRAV	DY	Hwy. 11	Peter's Rd	1580.00	8.00	No	6	Hwy. 11 to Peter's Rd
D5001E	Tobler's Road	ACTV	GRAV	DY	Peter's Rd	Sales Barn Rd	1640.00	8.00	No	6	Peter's Rd to Sales Barn Rd
D1000E	Uno Park Road	ACTV	GRAV	DY	Pipeline Rd	River Rd	1340.00	8.00	No	6	Pipeline Rd to River Rd
D1001E	Uno Park Road	ACTV	GRAV	DY	River Rd	Hwy 11	5100.00	8.00	No	6	River Rd to Hwy 11
D1002E	Uno Park Road	ACTV	GRAV	DY	Hwy. 11	Peter's Rd	1620.00	8.00	No	6	Hwy. 11 to Peter's Rd
D1003E	Uno Park Road	ACTV	GRAV	DY	Peter's Rd	Sales Barn Rd	1570.00	8.00	No	6	Peter's Rd to Sales Barn Rd
D16000E	Wilson Ave	ACTV	ASPHLT	DY	Hwy 11	Grant Dr	260.00	7.00	No	4	Hwy 11 to Grant Dr
D16001E	Wilson Ave	ACTV	ASPHLT	DY	Grant Dr	end	138.00	7.00	No	5	Grant Dr to end
D4000E	Young's Rd	ACTV	GRAV	DY	McLean Rd	end	634.00	5.10	No	6	McLean Rd to end
D4001E	Young's Rd	ACTV	GRAV	DY	McLean Rd	end	292.00	5.10	No	6	McLean Rd to end
D11000E	Zetta Court	ACTV	ASPHLT	DY	Crystal Ct	NE corner	122.00	8.50	No	5	Crystal Ct to NE corner
D11001E	Zetta Court	ACTV	ASPHLT	DY	SE corner	Crystal Ct	187.00	8.50	No	5	SE corner to Crystal Ct
D16000S	Zetta Court	ACTV	ASPHLT	DY	NE corner	SE corner	95.00	8.50	No	5	NE corner to SE corner

Asset ID	Asset Name	Status	Asset Material Code	Location	From	To	Length (m)	Width (m)	Concrete Curb	Road Class	Description
NL33005E	Agnes Ave.	ACTV	ASPHLT	NL	Davidson St	ONR	71.00	6.80	No	6.00	Davidson St to ONR
NL33001E	Agnes Ave.	ACTV	ASPHLT	NL	Dixon St	Nixon Cr	81.00	8.80	No	5.00	Dixon St Nixon Cr
NL33003E	Agnes Ave.	ACTV	ASPHLT	NL	end	Landry Dr	52.00	8.80	No	6.00	end to Landry Dr
NL33002E	Agnes Ave.	ACTV	ASPHLT	NL	Landry Dr	Dixon St	100.00	8.80	No	5.00	Landry Dr to Dixon St
NL33004E	Agnes Ave.	ACTV	GRAV	NL	Nipissing Ave	end	170.00	6.80	No	6.00	Nipissing Ave to end
NL33000E	Agnes Ave.	ACTV	ASPHLT	NL	Nixon Cr	Taylor Ave	103.00	8.80	No	5.00	Nixon Cr to Taylor Ave
NL42008S	Armstrong St	ACTV	ASPHLT	NL	Church St	Whitewood Ave	140.00	14.40	Yes	3.00	Church St to Whitewood Ave
NL42006S	Armstrong St	ACTV	ASPHLT	NL	Elm Ave	Sharpe St	191.00	14.40	Yes	3.00	Elm Ave to Sharpe St
NL42004S	Armstrong St	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	123.00	14.40	Yes	3.00	Haliburton Ave to Pine St
NL42001S	Armstrong St	ACTV	ASPHLT	NL	Heard St	Kendall	66.00	14.40	Yes	3.00	Heard St to Kendall
NL42003S	Armstrong St	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	107.00	14.40	Yes	3.00	Hessle Ave to Haliburton Ave
NL42000S	Armstrong St	ACTV	ASPHLT	NL	Hwy 65 E	Heard St	748.00	14.40	Yes	3.00	Hwy 65 E to Heard St
NL42002S	Armstrong St	ACTV	ASPHLT	NL	Kendall St	Hessle Ave	136.00	14.40	Yes	3.00	Kendall St to Hessle Ave
NL42005S	Armstrong St	ACTV	ASPHLT	NL	Pine St	Elm Ave	168.00	14.40	Yes	3.00	Pine St to Elm Ave
NL42007S	Armstrong St	ACTV	ASPHLT	NL	Sharpe St	Church St	45.00	14.40	Yes	3.00	Sharpe St to Church St
NL42009S	Armstrong St	ACTV	ASPHLT	NL	Whitewood Ave	Cedar Ave	203.00	14.40	Yes	4.00	Whitewood Ave to Cedar Ave
NL3000E	Baker Ave.	ACTV	ASPHLT	NL	McKelvie St	Bateson St	90.00	8.90	No	5.00	McKelvie St to Bateson St
NL41000E	Barr Dr	ACTV	GRAV	NL	Sheperdson Rd	end	354.00	9.10	No	5.00	Sheperdson Rd to end
NL51002S	Bateson St.	ACTV	ASPHLT	NL	McKelvie St	Baker Ave	92.00	8.80	No	5.00	McKelvie St to Baker Ave
NL51000S	Bateson St.	ACTV	ASPHLT	NL	Paddon Cr	Paddon Cr	100.00	8.80	No	5.00	Paddon Cr to Paddon Cr
NL51001S	Bateson St.	ACTV	ASPHLT	NL	Paddon Cr	McKelvie St	98.00	8.80	No	5.00	Paddon Cr to McKelvie St
NL34000E	Bay St.	ACTV	GRAV	NL	Lakeshore Rd	end	101.00	6.90	No	6.00	Lakeshore Rd to end
NL44000E	Beach Blvd.	ACTV	ASPHLT	NL	Lakeshore Rd	White's Dr	138.00	7.00	No	5.00	Lakeshore Rd to White's Dr
NL14001E	Beavis Terr.	ACTV	ASPHLT	NL	Armstrong St	Kendall St	123.00	8.90	No	4.00	Armstrong St to Kendall St
NL14000E	Beavis Terr.	ACTV	ASPHLT	NL	Kendall St	Pine St W	121.00	8.90	No	4.00	Kendall St to Pine St W
NL2000S	Bedard Drive	ACTV	ASPHLT	NL	Whitewood Ave	Hwy 11	419.00	7.50	No	4.00	Whitewood Ave to Hwy 11
NL1000S	Bedard Road	ACTV	GRAV	NL	Hwy 11	Lagoon	624.00	5.50	No	6.00	Hwy 11 to Lagoon
NL13001E	Birch Drive	ACTV	ASPHLT	NL	Cherry Rd	Scott St	247.00	10.40	No	5.00	Cherry Rd to Scott St
NL13002E	Birch Drive	ACTV	ASPHLT	NL	Niven St	Cherry Rd	123.00	10.40	No	5.00	Niven St to Cherry Rd
NL13000E	Birch Drive	ACTV	ASPHLT	NL	Scott St	Jaffray St	77.00	8.70	No	5.00	Scott St to Jaffray St
NL35000E-A	Bolger Ave.	ACTV	ASPHLT	NL	Hwy11	Sheperdson Rd	153.00	8.80	No	4.00	Hwy11 to Sheperdson Rd
NL35003E	Bolger Ave.	ACTV	ASPHLT	NL	Landry Dr	Cosman Cr	186.00	8.80	No	4.00	Landry Dr to Cosman Cr
NL35002E	Bolger Ave.	ACTV	ASPHLT	NL	Nixon Cr	Landry Dr	91.00	8.80	No	4.00	Nixon Cr to Landry Dr
NL35000E	Bolger Ave.	ACTV	ASPHLT	NL	Sheperdson Rd	Taylor Ave	88.00	8.80	No	4.00	Sheperdson Rd to Taylor Ave
NL35001E	Bolger Ave.	ACTV	ASPHLT	NL	Taylor St	Nixon Cr	153.00	8.80	No	4.00	Taylor St to Nixon Cr
NL32006E	Broadwood Ave.	ACTV	ASPHLT	NL	Davidson St	Maple St	91.00	9.50	Yes	4.00	Davidson St to Maple St
NL32000E	Broadwood Ave.	ACTV	ASPHLT	NL	Dixon St	Sheperdson Rd	270.00	9.50	No	4.00	Dixon St to Sheperdson Rd
NL32001E	Broadwood Ave.	ACTV	ASPHLT	NL	Dixon St	end	144.00	9.50	No	6.00	Dixon St to end
NL32008E	Broadwood Ave.	ACTV	ASPHLT	NL	Dymond Cr	Lakeshore Rd	93.00	9.50	Yes	4.00	Dymond Cr to Lakeshore Rd
NL32004E	Broadwood Ave.	ACTV	ASPHLT	NL	Edith St	Nipissing Ave	238.00	9.50	No	4.00	Edith St to Nipissing Ave
NL32005E	Broadwood Ave.	ACTV	ASPHLT	NL	Edith St	Davidson St	82.00	9.50	Yes	4.00	Edith St to Davidson St
NL32002E	Broadwood Ave.	ACTV	ASPHLT	NL	end	Golding St	88.00	9.50	No	6.00	end to Golding St
NL32009E	Broadwood Ave.	ACTV	ASPHLT	NL	Lakeshore Rd	Market St	99.00	9.50	No	4.00	Lakeshore Rd to Market St
NL32007E	Broadwood Ave.	ACTV	ASPHLT	NL	Maple St	Dymond Cr	27.00	9.50	Yes	4.00	Maple St to Dymond Cr
NL32003E	Broadwood Ave.	ACTV	ASPHLT	NL	Nipissing Ave	Golding St	95.00	9.50	No	4.00	Nipissing Ave to Golding St
NL5000E	Byam Ave.	ACTV	ASPHLT	NL	McKelvie St	end	76.00	8.80	No	6.00	McKelvie St to end
NL31002E	Cedar Ave.	ACTV	ASPHLT	NL	Armstrong St	Wellington St	108.00	8.50	No	4.00	Armstrong St to Wellington St
NL31003E	Cedar Ave.	ACTV	ASPHLT	NL	May St	Armstrong St	103.00	8.50	No	4.00	May St to Armstrong St
NL31000E	Cedar Ave.	ACTV	ASPHLT	NL	Paget St	Lakeshore Rd	80.00	8.50	No	4.00	Paget St to Lakeshore Rd
NL31001E	Cedar Ave.	ACTV	ASPHLT	NL	Wellington St	Paget St	104.00	8.50	No	4.00	Wellington St to Paget St
NL24000S	Cherry Road	ACTV	ASPHLT	NL	Birch Dr	end	146.00	9.10	No	6.00	Birch Dr to end
NL21001E	Church St.	ACTV	ASPHLT	NL	Armstrong St	Wellington St	108.00	4.70	No	5.00	Armstrong St to Wellington St
NL21000E	Church St.	ACTV	ASPHLT	NL	Wellington St	Paget St	120.00	3.80	Yes	5.00	Wellington St to Paget St
NL13000S	Cosman Cr.	ACTV	ASPHLT	NL	Bolger Ave	Helmer Pedersen Dr	96.00	9.10	No	5.00	Bolger Ave to Helmer Pedersen Dr
NL13001S	Cosman Cr.	ACTV	ASPHLT	NL	Helmer Pedersen Dr	SE corner	111.00	9.10	No	5.00	Helmer Pedersen Dr to SE corner
NL39000E	Cosman Cr.	ACTV	ASPHLT	NL	SE corner	Sumbler Cr	190.00	9.10	No	5.00	SE corner to Sumbler Cr
NL11000E	Craven Dr	ACTV	GRAV	NL	Bedard Dr	end	153.00	9.30	No	6.00	Bedard Dr to end
NL25000S	Davidson St.	ACTV	ASPHLT	NL	Agnes Ave	Broadwood Ave	85.00	7.90	No	4.00	Agnes Ave to Broadwood Ave

NL25001S	Davidson St.	ACTV	ASPHLT	NL	South end	Agnes Ave	66.00	5.80	No	6.00	South end to Agnes Ave
NL15001E	Dawson Point Rd	ACTV	ASPHLT	NL	McKelvie St	Peters Rd	794.00	8.50	No	4.00	McKelvie St to Peters Rd
NL15000E	Dawson Point Rd	ACTV	ASPHLT	NL	Robert St	McKelvie St	144.00	8.50	No	4.00	Robert St to McKelvie St
NL8001S	Dixon St.	ACTV	ASPHLT	NL	Agnes Ave	Broadwood Ave	100.00	8.80	No	4.00	Agnes Ave to Broadwood Ave
NL8002S	Dixon St.	ACTV	ASPHLT	NL	Broadwood Ave	McCamus Ave	104.00	9.40	No	4.00	Broadwood Ave to McCamus Ave
NL8000S	Dixon St.	ACTV	ASPHLT	NL	McCamus Ave	Farah Ave	104.00	9.40	No	4.00	McCamus Ave to Farah Ave
NL28000E	Douglas St.	ACTV	ASPHLT	NL	Shepherdson Rd	end	108.00	6.20	No	6.00	Shepherdson Rd to end
NL32000S	Dymond Cres.	ACTV	ASPHLT	NL	Farah Ave	Wedgewood Ave	98.00	9.30	Yes	4.00	Farah Ave to Wedgewood Ave
NL32002S	Dymond Cres.	ACTV	ASPHLT	NL	McCamus Ave	Broadwood Ave	137.00	6.60	No	4.00	McCamus Ave to Broadwood Ave
NL32001S	Dymond Cres.	ACTV	ASPHLT	NL	Wedgewood Ave	McCamus Ave	49.00	6.60	Yes	4.00	Wedgewood Ave to McCamus Ave
NL18002E	Dymond St.	ACTV	ASPHLT	NL	Dymond St.	John St	120.00	9.40	Yes	4.00	John St to Mary St
NL18003E	Dymond St.	ACTV	ASPHLT	NL	Mary St	Paget St	123.00	9.40	Yes	4.00	Mary St to Paget St
NL18001E	Dymond St.	ACTV	ASPHLT	NL	Niven St	John St	110.00	9.40	Yes	4.00	Niven St to John St
NL21001S	Edith St.	ACTV	ASPHLT	NL	Farah Ave	McCamus Ave	104.00	10.00	Yes	4.00	Farah Ave to McCamus Ave
NL21002S	Edith St.	ACTV	ASPHLT	NL	McCamus Ave	Broadwood Ave	98.00	10.00	Yes	4.00	McCamus Ave to Broadwood Ave
NL21000S	Edith St.	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	96.00	10.00	Yes	4.00	Whitewood Ave to Farah Ave
NL16000E	Elm Ave.	ACTV	ASPHLT	NL	Armstrong St	May St	100.00	10.00	No	4.00	Armstrong St to May St
NL16003E	Elm Ave.	ACTV	ASPHLT	NL	Katherine St	Robert St	197.00	10.00	No	4.00	Katherine St to Robert St
NL16001E	Elm Ave.	ACTV	ASPHLT	NL	May St	Rebecca St	103.00	10.00	No	4.00	May St to Rebecca St
NL16002E	Elm Ave.	ACTV	ASPHLT	NL	Rebecca St	Katherine St	105.00	10.00	No	4.00	Rebecca St to Katherine St
NL29001E	Farah Ave.	ACTV	ASPHLT	NL	Dixon St	Glen Rd	44.00	7.80	No	4.00	Dixon St to Glen Rd
NL29008E	Farah Ave.	ACTV	ASPHLT	NL	Dymond Cr	Mary St	69.00	8.00	Yes	4.00	Dymond Cr to Mary St
NL29005E	Farah Ave.	ACTV	ASPHLT	NL	Edith St	Maple St	174.00	8.00	Yes	4.00	Edith St to Maple St
NL29002E	Farah Ave.	ACTV	ASPHLT	NL	Glen Rd	Regina St	164.00	7.80	No	4.00	Glen Rd to Regina St
NL29007E	Farah Ave.	ACTV	ASPHLT	NL	John St	Dymond Cr	68.00	8.00	Yes	4.00	John St to Dymond Cr
NL29006E	Farah Ave.	ACTV	ASPHLT	NL	Maple St	John St	163.00	8.00	Yes	4.00	Maple St to John St
NL29009E	Farah Ave.	ACTV	ASPHLT	NL	Farah Ave.	Lakeshore Rd	51.00	9.20	No	4.00	Mary St to Lakeshore Rd
NL29003E	Farah Ave.	ACTV	ASPHLT	NL	Regina St	Golding St	191.00	8.00	No	4.00	Regina St to Golding St
NL29004E	Farah Ave.	ACTV	ASPHLT	NL	Rokey St	Edith St	166.00	8.00	Yes	4.00	Rokey St to Edith St
NL29000E	Farah Ave.	ACTV	GRAV	NL	West End	Dixon St	83.00	5.50	No	6.00	West End to Dixon St
NL54000E	Fisher Ave	ACTV	GRAV	NL	Robin St	Partridge St	231.00	8.00	No	5.00	Robin St to Partridge St
NL40001S	Fleming Dr.	ACTV	ASPHLT	NL	Montgomery Ave	Melville St	135.00	7.30	No	5.00	Montgomery Ave to Melville St
NL40000S	Fleming Dr.	ACTV	ASPHLT	NL	Wellington St	Montgomery Ave	470.00	7.30	No	5.00	Wellington St to Montgomery Ave
NL9000S	Glen Rd.	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	170.00	6.90	No	4.00	Whitewood Ave to Farah Ave
NL43000E	Glenhill Rd.	ACTV	GRAV	NL	Nipissing Ave	ONR	212.00	7.90	No	6.00	Nipissing Ave to ONR
NL15001S	Golding St.	ACTV	ASPHLT	NL	Farah Ave	McCamus Ave	104.00	6.70	No	4.00	Farah Ave to McCamus Ave
NL15002S	Golding St.	ACTV	ASPHLT	NL	McCamus Ave	Broadwood Ave	98.00	6.70	No	4.00	McCamus Ave to Broadwood Ave
NL15000S	Golding St.	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	96.00	6.70	No	4.00	Whitewood Ave to Farah Ave
NL15000E-A	Goodman Rd	ACTV	GRAV	NL	Jaffray St	end	632.00	8.00	No	6.00	Jaffray St to end
NL47000S	Grant St.	ACTV	ASPHLT	NL	Haliburton Ave	Hessle Ave	118.00	9.30	No	5.00	Haliburton St to Hessle Ave
NL25000E	Grills St.	ACTV	ASPHLT	NL	Regina St	end	127.00	8.80	No	6.00	Regina St to end
NL25001E	Grills St.	ACTV	ASPHLT	NL	Regina St	Smith St	148.00	8.80	No	5.00	Regina St to Smith St
NL7004E	Haliburton Ave.	ACTV	ASPHLT	NL	Armstrong St	May St	98.00	10.00	No	4.00	Armstrong St to May St
NL7008E	Haliburton Ave.	ACTV	ASPHLT	NL	Grant St	Robert St	98.00	10.00	No	4.00	Grant St to Robert St
NL7001E	Haliburton Ave.	ACTV	ASPHLT	NL	Hartman St	Lane St	256.00	9.00	No	5.00	Hartman St to Lane St
NL7007E	Haliburton Ave.	ACTV	ASPHLT	NL	Katherine St	Grant St	106.00	10.00	No	4.00	Katherine St to Grant St
NL7003E	Haliburton Ave.	ACTV	ASPHLT	NL	Kendall St	Armstrong St	129.00	10.00	No	5.00	Kendall St to Armstrong St
NL7000E	Haliburton Ave.	ACTV	ASPHLT	NL	Kennedy St	Hartman St	96.00	9.00	No	5.00	Kennedy St to Hartman St
NL7002E	Haliburton Ave.	ACTV	ASPHLT	NL	Lane St	Heard St	123.00	9.00	No	5.00	Lane St to Heard St
NL7005E	Haliburton Ave.	ACTV	ASPHLT	NL	May St	Rebecca St	106.00	10.00	No	4.00	May St to Rebecca St
NL7006E	Haliburton Ave.	ACTV	ASPHLT	NL	Rebecca St	Katherine St	106.00	10.00	No	4.00	Rebecca St to Katherine St
NL7009E	Haliburton Ave.	ACTV	ASPHLT	NL	Robert St	McKelvie St	99.00	10.00	No	4.00	Robert St to McKelvie St
NL23000S	Hartman St.	ACTV	ASPHLT	NL	Pine St	Haliburton Ave	89.00	9.00	No	5.00	Pine St to Haliburton Ave
NL8000E	Haynes Cr.	ACTV	ASPHLT	NL	McKelvie St	NE corner	101.00	8.80	No	5.00	McKelvie St to NE corner
NL52000S	Haynes Cr.	ACTV	ASPHLT	NL	NE corner	SE corner	63.00	8.80	No	5.00	NE corner to SE corner
NL8001E	Haynes Cr.	ACTV	ASPHLT	NL	SE corner	McKelvie St	107.00	8.80	No	5.00	SE corner to McKelvie St
NL33002S	Heard St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	99.00	9.10	No	4.00	Haliburton St to Pine St
NL33000S	Heard St.	ACTV	ASPHLT	NL	Hessle Ave	Armstrong St	51.00	9.50	Yes	4.00	Hessle Ave to Armstrong St
NL33001S	Heard St.	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	100.00	9.10	No	4.00	Hessle Ave to Haliburton Ave
NL36001E	Helmer Pederson Dr.	ACTV	ASPHLT	NL	Nixon Cr	Sumbler Cr	103.00	9.00	No	5.00	Nixon Cr to Sumbler Cr

NL36000E	Helmer Pederson Dr.	ACTV	ASPHLT	NL	Shepherdson Rd	Nixon Cr	240.00	9.00	No	5.00	Shepherdson Rd to Nixon Cr
NL36002E	Helmer Pederson Dr.	ACTV	ASPHLT	NL	Sumbler Cr	Cosman Cr	164.00	9.00	No	5.00	Sumbler Cr to Cosman Cr
NL6001E	Hessle Ave.	ACTV	ASPHLT	NL	Armstrong St	May St	116.00	9.00	No	3.00	Armstrong St to May St
NL6005E	Hessle Ave.	ACTV	ASPHLT	NL	Grant St	Robert St	105.00	9.00	No	3.00	Grant St to Robert St
NL6000E	Hessle Ave.	ACTV	ASPHLT	NL	Haliburton Ave	Heard St	151.00	9.30	No	5.00	Haliburton St to Heard St
NL6004E	Hessle Ave.	ACTV	ASPHLT	NL	Katherine St	Grant St	107.00	9.00	No	3.00	Katherine St to Grant St
NL6002E	Hessle Ave.	ACTV	ASPHLT	NL	May St	Rebecca St	106.00	9.00	No	3.00	May St to Rebecca St
NL6007E	Hessle Ave.	ACTV	ASPHLT	NL	McKelvie St	ESCSM	144.00	9.00	No	3.00	McKelvie St to ESCSM
NL6003E	Hessle Ave.	ACTV	ASPHLT	NL	Rebecca St	Katherine St	106.00	9.00	No	3.00	Rebecca St to Katherine St
NL6006E	Hessle Ave.	ACTV	ASPHLT	NL	Robert St	McKelvie St	90.00	9.00	No	3.00	Robert St to McKelvie St
NL5000S	High St.	ACTV	ASPHLT	NL	Shepherdson Rd	Whitewood Ave	330.00	9.00	No	4.00	Shepherdson Rd to Whitewood Ave
NL16001S	Jaffray St.	ACTV	ASPHLT	NL	Birch Dr	Goodman	84.00	9.20	No	5.00	Birch Dr to Goodman
NL16000S	Jaffray St.	ACTV	ASPHLT	NL	Scott St	Birch Dr	303.00	9.20	No	5.00	Scott St to Birch Dr
NL16003S	Jaffray St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	160.00	9.20	No	5.00	Spruce St to Whitewood Ave
NL6000S	Jayne St.	ACTV	ASPHLT	NL	Sutcliffe Cr	Ross Ave	83.00	7.80	No	5.00	Sutcliffe Cr to Ross Ave
NL30000S	John St.	ACTV	ASPHLT	NL	Dymond St	Spruce St	148.00	8.50	Yes	4.00	Dymond St to Spruce St
NL30001S	John St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	162.00	8.50	Yes	4.00	Spruce St to Whitewood Ave
NL30002S	John St.	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	91.00	10.00	Yes	4.00	Whitewood Ave to Farah Ave
NL46003S	Katherine St.	ACTV	ASPHLT	NL	Elm Ave	Oak Ave	168.00	10.50	No	5.00	Elm Ave to Oak Ave
NL46001S	Katherine St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	123.00	9.20	No	5.00	Haliburton Ave to Pine St
NL46000S	Katherine St.	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	118.00	9.20	No	5.00	Hessle Ave to Haliburton Ave
NL46002S	Katherine St.	ACTV	ASPHLT	NL	Lorne St	Elm Ave	76.00	9.20	No	5.00	Lorne St to Elm Ave
NL46004S	Katherine St.	ACTV	ASPHLT	NL	Oak Ave	Murray St	130.00	10.50	No	5.00	Oak Ave to Murray St
NL46002S-A	Katherine St.	ACTV	ASPHLT	NL	Pine Ave	Lorne St	93.00	9.20	No	5.00	Pine Ave to Lorne St
NL39000S	Kendall St.	ACTV	ASPHLT	NL	Armstrong St	Haliburton Ave	132.00	8.80	No	5.00	Armstrong St to Haliburton Ave
NL39001S	Kendall St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	118.00	8.80	No	5.00	Haliburton Ave to Pine St
NL39002S	Kendall St.	ACTV	ASPHLT	NL	Pine St	Beavis Terrace	72.00	8.10	No	5.00	Pine St to Beavis Terrace
NL4000E	Kennedy St.	ACTV	ASPHLT	NL	Pine St	Haliburton Ave	137.00	8.10	No	5.00	Pine St to Haliburton Ave
NL36004S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Bay St	Montgomery Ave	193.00	14.40	Yes	3.00	Bay St to Montgomery Ave
NL36007S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Beach Blvd	Radley's Hill Rd	522.00	10.00	Yes	3.00	Beach Blvd to Radley's Hill Rd
NL36003S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Broadwood Ave	Bay St	146.00	14.40	Yes	3.00	Broadwood Ave to Bay St
NL36001S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Cedar Ave	Wedgewood Ave	170.00	14.40	Yes	3.00	Cedar Ave to Wedgewood Ave
NL36006S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Melville St	Beach Blvd	376.00	10.00	Yes	3.00	Melville St to Beach Blvd
NL36005S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Montgomery Ave	Melville St	137.00	14.40	Yes	3.00	Montgomery Ave to Melville St
NL36002S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Wedgewood Ave	Broadwood Ave	166.00	14.40	Yes	3.00	Wedgewood Ave to Broadwood Ave
NL36000S	Lakeshore Rd. North	ACTV	ASPHLT	NL	Whitewood Ave	Cedar Ave	148.00	14.40	Yes	3.00	Whitewood Ave to Cedar Ave
NL20000S	Lakeview Ave.	ACTV	GRAV	NL	Glenhill Rd	Park Rd	121.00	7.40	No	6.00	Glenhill Rd to Park Rd
NL10000S	Landry Dr.	ACTV	ASPHLT	NL	Agnes Ave	Bolger Ave	138.00	9.20	No	5.00	Agnes Ave to Bolger Ave
NL29000S	Lane St.	ACTV	ASPHLT	NL	Pine St	Haliburton Ave	94.00	8.40	No	5.00	Pine St to Haliburton Ave
NL15000E-B	Lorne St	ACTV	GRAV	NL	Kathrine St	Robert St	198.00	8.20	No	5.00	Kathrine St to Robert St
NL27001S	Maple St. North	ACTV	ASPHLT	NL	Farah Ave	McCamus Ave	105.00	8.40	No	4.00	Farah Ave to McCamus Ave
NL27002S	Maple St. North	ACTV	ASPHLT	NL	McCamus Ave	Broadwood Ave	96.00	8.40	No	4.00	McCamus Ave to Broadwood Ave
NL27000S	Maple St. North	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	96.00	9.00	Yes	4.00	Whitewood Ave to Farah Ave
NL37000S	Market St.	ACTV	ASPHLT	NL	Paget St	Wedgewood Ave	138.00	8.50	No	4.00	Paget St to Wedgewood Ave
NL37001S	Market St.	ACTV	ASPHLT	NL	Wedgewood Ave	Broadwood Ave	145.00	8.50	No	4.00	Wedgewood Ave to Broadwood Ave
NL34000S	Mary St.	ACTV	ASPHLT	NL	Dymond St	Spruce St	149.00	9.30	Yes	4.00	Dymond St to Spruce St
NL34001S	Mary St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	160.00	9.30	Yes	4.00	Spruce St to Whitewood Ave
NL34002S	Mary St.	ACTV	ASPHLT	NL	Whitewood Ave	Farah Ave	90.00	8.20	Yes	4.00	Whitewood Ave to Farah Ave
NL43003S	May St.	ACTV	ASPHLT	NL	Elm Ave	Murray St	148.00	12.00	No	5.00	Elm Ave to Murray St
NL43001S	May St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	123.00	12.00	No	5.00	Haliburton Ave to Pine St
NL43000S	May St.	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	118.00	12.00	No	5.00	Hessle Ave to Haliburton Ave
NL43002S	May St.	ACTV	ASPHLT	NL	Pine St	Elm Ave	168.00	12.00	No	5.00	Pine St to Elm Ave
NL43006S	May St.	ACTV	ASPHLT	NL	Riverside Blvd	Cedar Ave	54.00	8.50	No	4.00	Riverside Blvd to Cedar Ave
NL43004S	May St.	ACTV	ASPHLT	NL	Sharpe St	Whitewood Ave	105.00	8.50	No	4.00	Sharpe St to Whitewood Ave
NL43005S	May St.	ACTV	ASPHLT	NL	Whitewood Ave	Riverside Blvd	153.00	8.50	No	4.00	Whitewood Ave to Riverside Blvd
NL30004E	McCamus Ave.	ACTV	ASPHLT	NL	Edith St	Maple St	175.00	9.50	No	4.00	Edith St to Maple St
NL30001E	McCamus Ave.	ACTV	ASPHLT	NL	Golding St	ONR	145.00	8.50	No	6.00	Golding St to ONR
NL30005E	McCamus Ave.	ACTV	ASPHLT	NL	Maple St	Dymond Cr	120.00	9.50	No	4.00	Maple St to Dymond Cr
NL30002E	McCamus Ave.	ACTV	ASPHLT	NL	Regina St	Golding St	191.00	8.50	No	5.00	Regina St to Golding St
NL30003E	McCamus Ave.	ACTV	ASPHLT	NL	Rokeby St	Edith St	125.00	9.50	No	4.00	Rokeby St to Edith St

NL3000E	McCamus Ave.	ACTV	GRAV	NL	Shepherdson Rd	Dixon St	273.00	8.50	No	4.00	Shepherdson Rd to Dixon St
NL50001S	McKelvie St	ACTV	ASPHLT	NL	Baker Ave	Byam Ave	272.00	9.00	No	4.00	Baker Ave to Byam Ave
NL2000E	McKelvie St	ACTV	ASPHLT	NL	Bateson St	NW corner	94.00	9.00	No	4.00	Bateson St to NW corner
NL50002S	McKelvie St	ACTV	ASPHLT	NL	Byam Ave	Hessle Ave	124.00	9.00	No	4.00	Byam Ave to Hessle Ave
NL50005S	McKelvie St	ACTV	ASPHLT	NL	Haliburton Ave	Haynes Cr	47.00	9.00	No	4.00	Haliburton Ave to Haynes Cr
NL50004S	McKelvie St	ACTV	ASPHLT	NL	Haynes Cr	Haliburton Ave	48.00	9.00	No	4.00	Haynes Cr to Haliburton Ave
NL50006S	McKelvie St	ACTV	ASPHLT	NL	Haynes Cr	Dawson Point Rd	105.00	9.00	No	4.00	Haynes Cr to Dawson Point Rd
NL50003S	McKelvie St	ACTV	ASPHLT	NL	Hessle Ave	Haynes Cr	75.00	9.00	No	4.00	Hessle Ave to Haynes Cr
NL50000S	McKelvie St	ACTV	ASPHLT	NL	NW corner	Baker Ave	90.00	9.00	No	4.00	NW corner to Baker Ave
NL40000E	Melville St.	ACTV	ASPHLT	NL	Lakeshore Rd	White's Dr	170.00	8.20	No	5.00	Lakeshore Rd to White's Dr
NL40001E	Melville St.	ACTV	ASPHLT	NL	White's Dr	Fleming Dr	73.00	8.20	No	5.00	White's Dr to Fleming Dr
NL38000E	Montgomery St.	ACTV	ASPHLT	NL	Fleming Dr	Lakeshore Rd	348.00	9.30	No	5.00	Fleming Dr to Lakeshore Rd
NL23000E	Murray St.	ACTV	ASPHLT	NL	Armstrong St	May St	112.00	8.60	No	5.00	Armstrong St to May St
NL23001E	Murray St.	ACTV	ASPHLT	NL	May St	Rebecca St	133.00	8.60	No	5.00	May St to Rebecca St
NL23002E	Murray St.	ACTV	ASPHLT	NL	Rebecca St	Katherine St	122.00	8.60	No	5.00	Rebecca St to Katherine St
NL17002S	Nipissing Ave.	ACTV	GRAV	NL	Agnes Ave	Glenhill Rd	631.00	7.60	No	6.00	Agnes Ave to Glenhill Rd
NL17000S	Nipissing Ave.	ACTV	GRAV	NL	Broadwood Ave	Agnes Ave	98.00	7.60	No	5.00	Broadwood Ave to Agnes Ave
NL28000S	Niven St. North	ACTV	ASPHLT	NL	Birch Dr	Dymond Cr	188.00	9.40	Yes	5.00	Birch Dr to Dymond Cr
NL28001S	Niven St. North	ACTV	ASPHLT	NL	Dymond St	Spruce St	154.00	9.40	Yes	4.00	Dymond St to Spruce St
NL28002S	Niven St. North	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	161.00	9.40	Yes	4.00	Spruce St to Whitewood Ave
NL7000S	Nixon Cres.	ACTV	ASPHLT	NL	Agnes Ave	Bolger Ave	152.00	8.90	No	5.00	Agnes Ave to Bolger Ave
NL7001S	Nixon Cres.	ACTV	ASPHLT	NL	Bolger Ave	Helmer Pedersen Dr	88.00	9.40	No	5.00	Bolger Ave to Helmer Pedersen Dr
NL24001E	Oak Ave.	ACTV	ASPHLT	NL	Katherine St	East end	129.00	8.40	Yes	6.00	Katherine St to East end
NL24000E	Oak Ave.	ACTV	ASPHLT	NL	Rebecca St	Katherine St	100.00	8.90	No	5.00	Rebecca St to Katherine St
NL1000E	Paddon Cres.	ACTV	ASPHLT	NL	Bateson St	NW corner	77.00	8.40	No	5.00	Bateson St to NW corner
NL49000S	Paddon Cres.	ACTV	ASPHLT	NL	NW corner	SW corner	96.00	8.40	No	5.00	NW corner to SW corner
NL1001E	Paddon Cres.	ACTV	ASPHLT	NL	SW corner	Bateson St	81.00	8.40	No	5.00	SW corner to Bateson St
NL38004S	Paget St.	ACTV	ASPHLT	NL	Cedar Ave	Market St	32.00	9.00	No	4.00	Cedar Ave to Market St
NL38000S	Paget St.	ACTV	ASPHLT	NL	Dymond St	Spruce St	153.00	10.00	No	4.00	Dymond St to Spruce St
NL38003S	Paget St.	ACTV	ASPHLT	NL	End	Cedar Ave	93.00	9.00	No	6.00	End to Cedar Ave
NL38005S	Paget St.	ACTV	ASPHLT	NL	Market St	end	100.00	9.00	No	6.00	Market St to end
NL38001S	Paget St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	160.00	10.00	Yes	4.00	Spruce St to Whitewood Ave
NL42000E	Park Rd.	ACTV	GRAV	NL	Lakeview Ave	Sydenham Ave	78.00	7.90	No	6.00	Lakeview Ave to Sydenham Ave
NL55001S	Partridge St	ACTV	GRAV	NL	Fisher Ave	Red Fox Ave	34.00	8.00	No	5.00	Fisher Ave to Red Fox Ave
NL55000S	Partridge St	ACTV	GRAV	NL	Red Fox Ave	end	57.00	8.00	No	5.00	Red Fox Ave to end
NL12000E	Pine St E	ACTV	ASPHLT	NL	Armstrong St	May St	98.00	9.50	No	4.00	Armstrong St to May St
NL12003E	Pine St E	ACTV	ASPHLT	NL	Katherine St	Robert St	194.00	9.50	No	4.00	Katherine St to Robert St
NL12001E	Pine St E	ACTV	ASPHLT	NL	May St	Rebecca St	106.00	9.50	No	4.00	May St to Rebecca St
NL12002E	Pine St E	ACTV	ASPHLT	NL	Rebecca St	Katherine St	106.00	9.50	No	4.00	Rebecca St to Katherine St
NL9000E	Pine St W	ACTV	ASPHLT	NL	Kennedy St	Hartman St	197.00	9.00	No	4.00	Kennedy St to Hartman St
NL9004E	Pine St W	ACTV	ASPHLT	NL	Beavis Terrace	Kendall St	65.00	9.00	No	5.00	Beavis Terrace to Kendall St
NL9001E	Pine St W	ACTV	ASPHLT	NL	Hartman St	Lane St	262.00	9.00	No	4.00	Hartman St to Lane St
NL9003E	Pine St W	ACTV	ASPHLT	NL	Heard St	Beavis Terrace	175.00	9.00	No	4.00	Heard St to Beavis Terrace
NL9006E	Pine St W	ACTV	ASPHLT	NL	Kendall St	Armstrong St	95.00	9.00	No	5.00	Kendall St to Armstrong St
NL9005E	Pine St W	ACTV	ASPHLT	NL	Kendall St	Kendall St	37.00	9.00	No	5.00	Kendall St to Kendall St
NL9002E	Pine St W	ACTV	ASPHLT	NL	Lane St	Heard St	128.00	9.00	No	4.00	Lane St to Heard St
NL44003S	Rebecca St.	ACTV	ASPHLT	NL	Elm Ave	Oak Ave	167.00	8.50	No	5.00	Elm Ave to Oak Ave
NL44001S	Rebecca St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	123.00	9.00	No	5.00	Haliburton Ave to Pine St
NL44000S	Rebecca St.	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	117.00	9.00	No	5.00	Hessle Ave to Haliburton Ave
NL44004S	Rebecca St.	ACTV	ASPHLT	NL	Oak Ave	Murray St	62.00	8.50	No	5.00	Oak Ave to Murray St
NL44002S	Rebecca St.	ACTV	ASPHLT	NL	Pine St	Elm Ave	168.00	9.00	No	5.00	Pine St to Elm Ave
NL56000E	Red Fox Ave	ACTV	GRAV	NL	Peter's Rd	Partridge St	57.00	8.00	No	5.00	Peter's Rd to Partridge St
NL12003S	Regina St.	ACTV	ASPHLT	NL	Farah Ave	Whitewood Ave	106.00	9.10	No	5.00	Farah Ave to Whitewood Ave
NL12004S	Regina St.	ACTV	ASPHLT	NL	McCamus Ave	Farah Ave	103.00	6.40	No	5.00	McCamus Ave to Farah Ave
NL12000S	Regina St.	ACTV	ASPHLT	NL	Ross Ave	Sutcliffe Cr	82.00	8.80	No	4.00	Ross Ave to Sutcliffe Cr
NL12001S	Regina St.	ACTV	ASPHLT	NL	Sutcliffe Cr	Grills St	167.00	8.80	No	4.00	Sutcliffe Cr to Grills St
NL12002S	Regina St.	ACTV	ASPHLT	NL	Grills St	Whitewood Ave	97.00	8.80	No	4.00	Grills St to Whitewood Ave
NL27001E	Riverside Dr	ACTV	ASPHLT	NL	May St	NE corner	149.00	8.50	Yes	5.00	May St to NE corner
NL45000S	Riverside Dr	ACTV	ASPHLT	NL	SE corner	SE corner	222.00	8.50	No	5.00	NE corner to SE corner
NL27002E	Riverside Dr	ACTV	ASPHLT	NL	SE corner	May St	235.00	8.50	No	5.00	SE corner to May St



NL48003S-A	Robert St.	ACTV	ASPHLT	NL	Dawson Point Rd	Lorne St	30.00	9.30	No	4.00	Dawson Point Rd to Lorne St
NL48001S	Robert St.	ACTV	ASPHLT	NL	Haliburton Ave	Pine St	119.00	9.30	No	5.00	Haliburton Ave to Pine St
NL48000S	Robert St.	ACTV	ASPHLT	NL	Hessle Ave	Haliburton Ave	114.00	9.30	No	5.00	Hessle Ave to Haliburton Ave
NL48003S	Robert St.	ACTV	ASPHLT	NL	Lorne St	Elm Ave	66.00	9.30	No	4.00	Lorne St to Elm Ave
NL48002S	Robert St.	ACTV	ASPHLT	NL	Pine St	Dawson Point Rd	62.00	9.30	No	5.00	Pine St to Dawson Point Rd
NL53000S	Robin St.	ACTV	GRAV	NL	Fisher Ave	end	116.00	8.00	No	5.00	Fisher Ave to end
NL19000S	Rokeby St.	ACTV	ASPHLT	NL	Farah Ave	Whitewood Ave	97.00	9.00	Yes	4.00	Farah Ave to Whitewood Ave
NL19001S	Rokeby St.	ACTV	ASPHLT	NL	McCamus Ave	Farah Ave	117.00	7.60	No	5.00	McCamus Ave to Farah Ave
NL26000S	Roseneath Ave.	ACTV	GRAV	NL	Radley Hill Rd	end	283.00	5.70	No	6.00	Radley Hill Rd to end
NL17000E	Ross Ave.	ACTV	ASPHLT	NL	Regina St	Jayne St	201.00	8.60	No	5.00	Regina St to Jayne St
NL18001S	Scott St.	ACTV	ASPHLT	NL	Birch Dr	Spruce St	334.00	9.00	No	4.00	Birch Dr to Spruce Ave
NL10000E	Scott St.	ACTV	ASPHLT	NL	Jaffray St	NE corner	73.00	9.00	No	5.00	Jaffray St to NE corner
NL18000S	Scott St.	ACTV	ASPHLT	NL	NE corner	Birch Dr	246.00	9.00	No	5.00	NE corner to Birch Dr
NL18003S	Scott St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	160.00	9.00	No	4.00	Spruce St to Whitewood Ave
NL22001E	Sharpe St.	ACTV	ASPHLT	NL	Armstrong St	May St	133.00	9.40	No	4.00	Armstrong St to May St
NL22000E	Sharpe St.	ACTV	ASPHLT	NL	Wellington St	Armstrong St	123.00	5.00	No	4.00	Wellington St to Armstrong St
NL3003S	Shepherdson Rd.	ACTV	ASPHLT	NL	Bolger Ave	Helmer Pedersen Dr	93.00	7.50	No	4.00	Bolger Ave to Helmer Pedersen Dr
NL3002S	Shepherdson Rd.	ACTV	ASPHLT	NL	Broadwood Ave	Bolger Ave	240.00	7.50	No	4.00	Broadwood Ave to Bolger Ave
NL3004S	Shepherdson Rd.	ACTV	ASPHLT	NL	Helmer Pedersen Dr	Barr Dr	285.00	7.50	No	4.00	Helmer Pedersen Dr to Barr Dr
NL3000S	Shepherdson Rd.	ACTV	ASPHLT	NL	High St	McCamus Ave	175.00	7.50	No	4.00	High St to McCamus Ave
NL3001S	Shepherdson Rd.	ACTV	ASPHLT	NL	McCamus Ave	Broadwood Ave	104.00	7.50	No	4.00	McCamus Ave to Broadwood Ave
NL3005S	Shepherdson Rd.	ACTV	ASPHLT	NL	Radley Hill Rd	Barr Dr	698.00	6.80	No	4.00	Radley Hill Rd to Barr Dr
NL14000S	Smith St.	ACTV	ASPHLT	NL	Whitewood Ave	Grills St	90.00	8.20	No	5.00	Whitewood Ave to Grills St
NL37000E	Spion Kop Rd.	ACTV	GRAV	NL	Lakeshore Rd	end	175.00	4.80	No	6.00	Lakeshore Rd to end
NL20000E	Spruce Ave.	ACTV	ASPHLT	NL	Jaffray St	Scott St	77.00	9.80	No	5.00	Jaffray St to Scott St
NL20002E	Spruce Ave.	ACTV	ASPHLT	NL	John St	Mary St	117.00	8.40	Yes	4.00	John St to Mary St
NL20003E	Spruce Ave.	ACTV	ASPHLT	NL	Mary St	Paget St	125.00	8.40	Yes	4.00	Mary St to Paget St
NL20001E	Spruce Ave.	ACTV	ASPHLT	NL	Niven St	John St	111.00	8.40	Yes	4.00	Niven St to John St
NL20004E	Spruce Ave.	ACTV	ASPHLT	NL	Paget St	Wellington St	100.00	8.40	Yes	4.00	Paget St to Wellington St
NL11000S	Sumbler Cr.	ACTV	ASPHLT	NL	Helmer Pedersen Dr	Cosman Cr	111.00	9.30	No	5.00	Helmer Pedersen Dr to Cosman Cr
NL19000E	Sutcliffe Cres.	ACTV	ASPHLT	NL	Jayne St	Regina St	316.00	8.60	No	5.00	Jayne St to Regina St
NL22000S	Sydenham Ave.	ACTV	GRAV	NL	Park Rd	end	69.00	6.40	No	6.00	Park Rd to end
NL4000S	Taylor Ave	ACTV	ASPHLT	NL	Agnes Ave	Bolger Ave	127.00	8.80	No	5.00	Agnes Ave to Bolger Ave
NL35000S	Wedgewood Ave.	ACTV	ASPHLT	NL	Dymond Cr	Lakeshore Rd	95.00	8.40	No	5.00	Dymond Cr to Lakeshore Rd
NL35001S	Wedgewood Ave.	ACTV	ASPHLT	NL	Lakeshore Rd	Market St	100.00	7.70	No	5.00	Lakeshore Rd to Market St
NL41004S	Wellington St.	ACTV	ASPHLT	NL	Cedar Ave	Fleming Dr	191.00	6.70	No	4.00	Cedar Ave to Fleming Dr
NL41001S	Wellington St.	ACTV	ASPHLT	NL	Church St	Spruce St	34.00	12.00	Yes	4.00	Church St to Spruce St
NL41000S	Wellington St.	ACTV	ASPHLT	NL	Sharpe St	Church St	55.00	7.00	Yes	4.00	Sharpe St to Church St
NL41002S	Wellington St.	ACTV	ASPHLT	NL	Spruce St	Whitewood Ave	166.00	12.00	Yes	4.00	Spruce St to Whitewood Ave
NL41003S	Wellington St.	ACTV	ASPHLT	NL	Whitewood Ave	Cedar Ave	203.00	12.00	Yes	4.00	Whitewood Ave to Cedar Ave
NL31000S	White's Dr.	ACTV	GRAV	NL	Melville St	Beach Blvd	369.00	7.90	No	5.00	Melville St to Beach Blvd
NL26016E	Whitewood Ave.	ACTV	ASPHLT	NL	Armstrong St	May St	105.00	14.00	Yes	4.00	Armstrong St to May St
NL26000E	Whitewood Ave.	ACTV	ASPHLT	NL	Bedard Dr	High St	407.00	6.80	No	3.00	Bedard Dr to High St
NL26009E	Whitewood Ave.	ACTV	ASPHLT	NL	Edith St	Maple St	174.00	14.00	Yes	3.00	Edith St to Maple St
NL26002E	Whitewood Ave.	ACTV	ASPHLT	NL	Glen Rd	Regina St	58.00	6.80	Yes	3.00	Glen Rd to Regina St
NL26005E	Whitewood Ave.	ACTV	ASPHLT	NL	Golding St	Jaffray St	102.00	14.00	Yes	3.00	Golding St to Jaffray St
NL26001E	Whitewood Ave.	ACTV	ASPHLT	NL	High St	Glen Rd	180.00	6.80	No	3.00	High St to Glen Rd
NL26006E	Whitewood Ave.	ACTV	ASPHLT	NL	Jaffray St	Rokeby St	59.00	14.00	Yes	3.00	Jaffray St to Rokeby St
NL26012E	Whitewood Ave.	ACTV	ASPHLT	NL	John St	Mary St	130.00	14.00	Yes	3.00	John St to Mary St
NL26010E	Whitewood Ave.	ACTV	ASPHLT	NL	Maple St	Niven St	47.00	14.00	Yes	3.00	Maple St to Niven St
NL26013E	Whitewood Ave.	ACTV	ASPHLT	NL	Mary St	Paget St	113.00	14.00	Yes	3.00	Mary St to Paget St
NL26011E	Whitewood Ave.	ACTV	ASPHLT	NL	Niven St	John St	114.00	14.00	Yes	3.00	Niven St to John St
NL26014E	Whitewood Ave.	ACTV	ASPHLT	NL	Paget St	Wellington St	107.00	12.00	Yes	3.00	Paget St to Wellington St
NL26003E	Whitewood Ave.	ACTV	ASPHLT	NL	Regina St	Smith St	152.00	14.00	Yes	3.00	Regina St to Smith St
NL26007E	Whitewood Ave.	ACTV	ASPHLT	NL	Rokeby St	Scott St	28.00	14.00	Yes	3.00	Rokeby St to Scott St
NL26008E	Whitewood Ave.	ACTV	ASPHLT	NL	Scott St	Edith St	145.00	14.00	Yes	3.00	Scott St to Edith St
NL26004E	Whitewood Ave.	ACTV	ASPHLT	NL	Smith St	Golding St	41.00	14.00	Yes	3.00	Smith St to Golding St
NL26015E	Whitewood Ave.	ACTV	ASPHLT	NL	Wellington St	Armstrong St	108.00	12.00	Yes	3.00	Wellington St to Armstrong St

Asset ID	Asset Name	Status	Asset Material Code	Location	From	To	Length (m)	Width (m)	Concrete Curb	Road Class	Description
H29000E	Albert St	ACTV	GRAV	HL	Niven St	Rorke Ave	339.00	8.00	No	5.00	Niven St to Rorke Ave
H29001E	Albert St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	165.00	7.40	No	5.00	Rorke Ave to Georgina Ave
H29002E	Albert St	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	239.00	7.40	No	5.00	Georgina Ave to Meridian Ave
H29003E	Albert St	ACTV	ASPHLT	HL	Meridian Ave	Bruce St	157.00	8.40	No	5.00	Meridian Ave to Bruce St
H29004E	Albert St	ACTV	ASPHLT	HL	Bruce St	Farr Dr	252.00	8.40	Yes	5.00	Bruce St to Farr Dr
H31000E	Algonquin Dr.	ACTV	GRAV	HL	End	Rorke Ave	40.00	6.60	No	6.00	End to Rorke Ave
H31001E	Algonquin Dr.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	170.00	8.80	No	5.00	Rorke Ave to Georgina Ave
H31002E	Algonquin Dr.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	239.00	8.80	No	5.00	Georgina Ave to Meridian Ave
H31003E	Algonquin Dr.	ACTV	ASPHLT	HL	Meridian Ave	Bruce St	152.00	8.80	No	5.00	Meridian Ave to Bruce St
H21000E	Amwell St	ACTV	GRAV	HL	Niven St	McKay Clements Dr	123.00	9.00	No	5.00	Niven St to McKay Clements Dr
H21001E	Amwell St	ACTV	ASPHLT	HL	ONR	Rorke Ave	182.00	9.00	No	6.00	ONR to Rorke Ave
H21002E	Amwell St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	173.00	9.00	No	5.00	Rorke Ave to Georgina Ave
H21003E	Amwell St	ACTV	ASPHLT	HL	Georgina Ave	Ferguson Ave	172.00	9.00	No	5.00	Georgina Ave to Ferguson Ave
H21004E	Amwell St.	ACTV	ASPHLT	HL	Ferguson Ave	Meridian Ave	62.00	9.00	No	5.00	Ferguson Ave to Meridian Ave
H33000E	Arnold Dr.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	173.00	8.40	No	5.00	Rorke Ave to Georgina Ave
H33001E	Arnold Dr.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	235.00	8.40	No	5.00	Georgina Ave to Meridian Ave
H23000E	Blackwall St	ACTV	ASPHLT	HL	ONR	Rorke Ave	139.00	9.10	No	6.00	ONR to Rorke Ave
H23001E	Blackwall St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	171.00	9.10	No	5.00	Rorke Ave to Georgina Ave
H23002E	Blackwall St	ACTV	ASPHLT	HL	Georgina Ave	Ferguson Ave	170.00	6.90	No	5.00	Georgina Ave to Ferguson Ave
H23003E	Blackwall St	ACTV	ASPHLT	HL	Ferguson Ave	Meridian Ave	68.00	7.60	No	5.00	Ferguson Ave to Meridian Ave
H23004E	Blackwall St	ACTV	ASPHLT	HL	Meridian Ave	Farr Dr	113.00	5.60	No	5.00	Meridian Ave to Farr Dr
H32000S	Bradley St	ACTV	ASPHLT	HL	View St	Elliott St	130.00	7.20	No	6.00	View St to Elliott St
H15000E	Brewster St	ACTV	ASPHLT	HL	Rorke Ave	SE corner	104.00	8.70	No	5.00	Rorke Ave SE corner
H24000S	Brewster St	ACTV	ASPHLT	HL	Lakeshore Rd	Ethel St	118.00	8.70	Yes	4.00	Lakeshore Rd to Ethel St
H24001S	Brewster St	ACTV	ASPHLT	HL	Ethel St	Florence St	125.00	8.70	Yes	4.00	Ethel St to Florence St
H24002S	Brewster St	ACTV	ASPHLT	HL	Florence St	Probyn St	213.00	8.70	Yes	4.00	Florence St to Probyn St
H19000E	Broadway St	ACTV	ASPHLT	HL	Hardy Ave	Rorke Ave	166.00	7.30	No	5.00	Hardy Ave to Rorke Ave
H19001E	Broadway St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	173.00	7.30	No	5.00	Rorke Ave to Georgina Ave
H19002E	Broadway St	ACTV	ASPHLT	HL	Georgina Ave	Ferguson Ave	174.00	9.50	Yes	4.00	Georgina Ave to Ferguson Ave
H19003E	Broadway St	ACTV	ASPHLT	HL	Ferguson Ave	Farr Dr	157.00	9.50	Yes	4.00	Ferguson Ave to Farr Dr
H18000E	Browning St.	ACTV	ASPHLT	HL	West Rd	Spring St	52.00	8.20	No	5.00	West Rd to Spring St
H18001E	Browning St.	ACTV	ASPHLT	HL	Spring St	Younge St	80.00	8.20	No	5.00	Spring St to Younge St
H18002E	Browning St.	ACTV	ASPHLT	HL	Younge St	Wendigo St	71.00	8.20	No	5.00	Younge St to Wendigo St
H18003E	Browning St.	ACTV	ASPHLT	HL	Wendigo St	Niven St	329.00	8.20	No	5.00	Wendigo St to Niven St
H18004E	Browning St.	ACTV	ASPHLT	HL	Niven St	Christian St	144.00	6.80	No	5.00	Niven St to Christian St
H18005E	Browning St.	ACTV	ASPHLT	HL	Christian St	end	168.00	6.80	No	5.00	Christian St to end
H18006E	Browning St.	ACTV	ASPHLT	HL	Hardy Ave	Rorke Ave	172.00	9.50	No	5.00	Hardy Ave to Rorke Ave
H18007E	Browning St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	172.00	9.50	No	5.00	Rorke Ave to Georgina Ave
H18008E	Browning St.	ACTV	ASPHLT	HL	Georgina Ave	Lakeshore Rd	170.00	7.10	No	5.00	Georgina Ave to Lakeshore Rd
H18009E	Browning St.	ACTV	ASPHLT	HL	Lakeshore Rd	end	105.00	5.20	Yes	5.00	Lakeshore Rd to end
H31000S	Bruce St	ACTV	ASPHLT	HL	Elliott St	Little St	93.00	8.30	No	5.00	Elliott St to Little St
H31001S	Bruce St	ACTV	ASPHLT	HL	Little St	Albert St	93.00	8.30	No	5.00	Little St to Albert St
H31002S	Bruce St	ACTV	ASPHLT	HL	Albert St	Lawlor St	95.00	8.30	No	5.00	Albert St to Lawlor St
H31003S	Bruce St	ACTV	ASPHLT	HL	Lawlor St	Algonquin Dr	96.00	8.30	No	5.00	Lawlor St to Algonquin Dr
H31004S	Bruce St	ACTV	ASPHLT	HL	Algonquin Dr	end	121.00	8.30	No	5.00	Algonquin Dr to end
H35000E	Buffam Dr.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	172.00	8.40	No	5.00	Rorke Ave to Georgina Ave
H35001E	Buffam Dr.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	239.00	8.40	No	5.00	Georgina Ave to Meridian Ave
H25000E	Cecil St	ACTV	ASPHLT	HL	ONR	Rorke Ave	134.00	9.40	No	6.00	ONR to Rorke Ave
H25001E	Cecil St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	170.00	8.00	No	5.00	Rorke Ave to Georgina Ave
H25002E	Cecil St	ACTV	ASPHLT	HL	Georgina Ave	Sutherland Way	152.00	8.00	No	5.00	Georgina Ave to Sutherland Way
H25003E	Cecil St	ACTV	ASPHLT	HL	Sutherland Way	Meridian Ave	80.00	8.00	No	5.00	Sutherland Way to Meridian Ave
H15000S	Champlain St.	ACTV	GRAV	HL	End	Florence St	191.00	6.00	No	6.00	End to Florence St
H15001S	Champlain St.	ACTV	GRAV	HL	Florence St	Seton St	119.00	6.00	No	6.00	Florence St to Seton St
H18000S	Christian St	ACTV	GRAV	HL	End	Probyn St	111.00	6.00	No	6.00	End to Probyn St
H18001S	Christian St	ACTV	GRAV	HL	Probyn St	Browning St	78.00	6.00	No	6.00	Probyn St to Browning St
H4000S	Clover Valley Rd.	ACTV	GRAV	HL	Radley Hill Rd	Wilson Rd	1530.00	8.10	No	5.00	Radley Hill Rd to Wilson Rd
H4001S	Clover Valley Rd.	ACTV	GRAV	HL	Wilson Rd	West Rd	3230.00	8.10	No	5.00	Wilson Rd to West Rd

H4002S	Clover Valley Rd.	ACTV	GRAV	HL	West Rd	end	941.00	8.10	No	5.00	West Rd to end
H30000S	Cooke St.	ACTV	ASPHLT	HL	View St	Elliott St	130.00	6.00	No	6.00	View St to Elliott St
H2000E	Cottage Rd.	ACTV	GRAV	HL	Lakeshore Rd	NE corner	107.00	4.60	No	6.00	Lakeshore Rd to NE corner
H8000E	Cottage Rd.	ACTV	GRAV	HL	NE corner	end	262.00	4.60	No	6.00	NE corner to end
H6000E	Dutton St.	ACTV	OTH	HL	Quarry Rd	Edward St	310.00	6.20	No	5.00	Quarry Rd to Edward St
H6001E	Dutton St.	ACTV	OTH	HL	Edward St	Lakeshore Rd	140.00	6.20	No	5.00	Edward St to Lakeshore Rd
H10000S	Edward St.	ACTV	GRAV	HL	Dutton St	NW corner	203.00	5.50	No	5.00	Dutton St to NW corner
H5000E	Edward St.	ACTV	GRAV	HL	NW corner	Lakeshore Rd	119.00	5.50	No	5.00	NW corner to Lakeshore Rd
H27000E	Elliott St.	ACTV	ASPHLT	HL	ONR	Rorke Ave	124.00	8.10	No	6.00	ONR to Rorke Ave
H27001E	Elliott St.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	233.00	9.40	No	5.00	Georgina Ave to Meridian Ave
H27002E	Elliott St.	ACTV	ASPHLT	HL	Meridian Ave	Cooke St	106.00	9.40	No	5.00	Meridian Ave to Cooke St
H27003E	Elliott St.	ACTV	ASPHLT	HL	Cooke St	Bruce St	50.00	8.70	No	5.00	Cooke St to Bruce St
H27004E	Elliott St.	ACTV	ASPHLT	HL	Bruce St	Bradley St	28.00	7.70	No	5.00	Bruce St to Bradley St
H27005E	Elliott St.	ACTV	ASPHLT	HL	Bradley St	Farr Dr	133.00	7.70	No	5.00	Bradley St to Farr Dr
H10000E	Ethel St.	ACTV	ASPHLT	HL	Rorke Ave	Latchford St	64.00	8.40	Yes	5.00	Rorke Ave to Latchford St
H10001E	Ethel St.	ACTV	ASPHLT	HL	Brewster St	Rorke Ave	86.00	8.40	Yes	5.00	Brewster St to Rorke Ave
H10002E	Ethel St.	ACTV	ASPHLT	HL	Lakeshore Rd	Brewster St	79.00	7.70	Yes	5.00	Lakeshore Rd to Brewster St
H33000S	Farr Dr.	ACTV	ASPHLT	HL	Broadway St	Main St	87.00	10.90	Yes	5.00	Broadway St to Main St
H33001S	Farr Dr.	ACTV	ASPHLT	HL	Main St	Marcella St	177.00	7.20	Yes	5.00	Main St to Marcella St
H33002S	Farr Dr.	ACTV	ASPHLT	HL	Marcella St	Blackwall St	87.00	7.50	Yes	5.00	Marcella St to Blackwall St
H33003S	Farr Dr.	ACTV	ASPHLT	HL	Blackwall St	Elliott St	411.00	6.20	Yes	5.00	Blackwall St to Elliott St
H33004S	Farr Dr.	ACTV	ASPHLT	HL	Elliott St	Little St	126.00	6.20	No	5.00	Elliott St to Little St
H33005S	Farr Dr.	ACTV	ASPHLT	HL	Little St	Albert St	101.00	6.20	No	5.00	Little St to Albert St
H27000S	Ferguson Ave.	ACTV	ASPHLT	HL	Browning St	Broadway St	86.00	13.50	Yes	3.00	Browning St to Broadway St
H27001S	Ferguson Ave.	ACTV	ASPHLT	HL	Broadway St	Main St	86.00	13.50	Yes	3.00	Broadway St to Main St
H27002S	Ferguson Ave.	ACTV	ASPHLT	HL	Main St	Amwell St	88.00	13.50	Yes	4.00	Main St to Amwell St
H27003S	Ferguson Ave.	ACTV	ASPHLT	HL	Amwell St	Marcella St	86.00	13.50	Yes	4.00	Amwell St to Marcella St
H27004S	Ferguson Ave.	ACTV	ASPHLT	HL	Marcella St	Blackwall St	82.00	13.50	No	4.00	Marcella St to Blackwall St
H19000S	Ferland St.	ACTV	GRAV	HL	Lowry St	Hardy St	48.00	6.80	No	6.00	Lowry St to Hardy St
H19001S	Ferland St.	ACTV	GRAV	HL	Hardy St	end	30.00	6.80	No	6.00	Hardy St to end
H1000S	Firstbrooke Line Rd.	ACTV	GRAV	HL	Mowat Landing Rd	Dump Rd	4900.00	8.30	No	6.00	Mowat Landing Rd to Dump Rd
H3000S	Fleming's Rd.	ACTV	GRAV	HL	Hwy 11	end	564.00	5.50	No	6.00	Hwy 11 to end
H3001S	Fleming's Rd.	ACTV	GRAV	HL	End	West Rd	500.00	5.50	No	6.00	End to West Rd
H11000E	Florence St	ACTV	GRAV	HL	Winona St	Champlain St	80.00	5.40	No	6.00	Winona St to Champlain St
H11001E	Florence St	ACTV	GRAV	HL	Champlain St	Niven St	81.00	5.40	No	6.00	Champlain St to Niven St
H11002E	Florence St	ACTV	ASPHLT	HL	Latchford St	Rorke Ave	78.00	8.50	Yes	5.00	Latchford St to Rorke Ave
H11003E	Florence St.	ACTV	ASPHLT	HL	Rorke Ave	Brewster St	87.00	8.50	Yes	5.00	Rorke Ave to Brewster St
H11004E	Florence St.	ACTV	ASPHLT	HL	Brewster St	Lakeshore Rd	126.00	8.50	Yes	5.00	Brewster St to Lakeshore Rd
H9000E	Foster St.	ACTV	ASPHLT	HL	Rorke Ave	Latchford St	78.00	8.30	Yes	5.00	Rorke Ave to Latchford St
H12000E	Georgina Ave.	ACTV	ASPHLT	HL	NW corner	Lakeshore Rd	76.00	8.20	No	5.00	NW corner to Lakeshore Rd
H25000S	Georgina Ave.	ACTV	ASPHLT	HL	NW corner	Probyn St	114.00	8.30	No	5.00	NW corner to Probyn St
H25001S	Georgina Ave.	ACTV	ASPHLT	HL	Probyn St	Browning St	87.00	8.30	No	5.00	Probyn St to Browning St
H25005S	Georgina Ave.	ACTV	ASPHLT	HL	Browning St	Broadway St	86.00	8.30	No	4.00	Browning St to Broadway St
H25006S	Georgina Ave.	ACTV	ASPHLT	HL	Broadway St	Main St	88.00	8.30	No	4.00	Broadway St to Main St
H25007S	Georgina Ave.	ACTV	ASPHLT	HL	Main St	Amwell St	87.00	7.30	No	4.00	Main St to Amwell St
H25008S	Georgina Ave.	ACTV	ASPHLT	HL	Amwell St	Marcella St	87.00	7.30	No	4.00	Amwell St to Marcella St
H25009S	Georgina Ave.	ACTV	ASPHLT	HL	Marcella St	Blackwall St	86.00	7.30	No	4.00	Marcella St to Blackwall St
H25010S	Georgina Ave.	ACTV	ASPHLT	HL	Blackwall St	Russell St	86.00	7.30	No	4.00	Blackwall St to Russell St
H25011S	Georgina Ave.	ACTV	ASPHLT	HL	Russell St	Cecil St	87.00	5.80	No	4.00	Russell St to Cecil St
H25012S	Georgina Ave.	ACTV	ASPHLT	HL	Cecil St	View St	88.00	5.80	No	4.00	Cecil St to View St
H25013S	Georgina Ave.	ACTV	ASPHLT	HL	View St	Elliott St	105.00	5.80	No	4.00	View St to Elliott St
H25014S	Georgina Ave.	ACTV	ASPHLT	HL	Elliott St	Little St	97.00	5.80	No	4.00	Elliott St to Little St
H25015S	Georgina Ave.	ACTV	ASPHLT	HL	Little St	Albert St	96.00	6.10	No	4.00	Little St to Albert St
H25016S	Georgina Ave.	ACTV	ASPHLT	HL	Albert St	Lawlor St	95.00	6.10	No	4.00	Albert St to Lawlor St
H25017S	Georgina Ave.	ACTV	ASPHLT	HL	Lawlor St	Algonquin Dr	96.00	6.10	No	4.00	Lawlor St to Algonquin Dr
H25018S	Georgina Ave.	ACTV	ASPHLT	HL	Algonquin Dr	Gordon Dr	86.00	6.10	No	4.00	Algonquin Dr to Gordon Dr
H25019S	Georgina Ave.	ACTV	ASPHLT	HL	Gordon Dr	Arnold Dr	75.00	6.10	No	4.00	Gordon Dr to Arnold Dr
H25020S	Georgina Ave.	ACTV	ASPHLT	HL	Arnold Dr	Joyal Dr	81.00	8.50	No	4.00	Arnold Dr to Joyal Dr
H25021S	Georgina Ave.	ACTV	ASPHLT	HL	Joyal Dr	Buffam Dr	80.00	8.50	No	4.00	Joyal Dr to Buffam Dr
H25022S	Georgina Ave.	ACTV	ASPHLT	HL	Buffam Dr	Morissette Dr	97.00	8.50	No	4.00	Buffam Dr to Morissette Dr

H32000E	Gordon Dr	ACTV	GRAV	HL	Georgina Ave	end	104.00	5.20	No	6.00	Georgina Ave to end
H21000S	Hardy Ave	ACTV	ASPHLT	HL	Probyn St	Browning St	79.00	5.70	Yes	6.00	Probyn St to Browning St
H21001S	Hardy Ave	ACTV	ASPHLT	HL	Browning St	Broadway St	83.00	5.70	No	6.00	Browning St to Broadway St
H7000E	Hardy St	ACTV	GRAV	HL	Ferland St	end	146.00	5.40	No	6.00	Ferland St to end
H34000E	Joyal Dr.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	174.00	8.40	No	5.00	Rorke Ave to Georgina Ave
H34001E	Joyal Dr.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	233.00	8.40	No	5.00	Georgina Ave to Meridian Ave
H7000S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Radley Hill Rd	Cottage Rd	868.00	10.00	Yes	2.00	Radley Hill Rd to Cottage Rd
H7001S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Cottage Rd	Sunnyside Rd	879.00	10.00	No	2.00	Cottage Rd to Sunnyside Rd
H7002S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Sunnyside Rd	Edward St	2140.00	7.00	No	2.00	Sunnyside Rd to Edward St
H7003S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Edward St	Dutton St	253.00	7.00	Yes	2.00	Edward St to Dixon St
H7004S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Dutton St	Lowry St	643.00	7.00	No	2.00	Dixon St to Lowry St
H7005S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Lowry St	Latchford St	383.00	8.00	Yes	3.00	Lowry St to Latchford St
H7006S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Latchford St	Temiskaming St	160.00	8.00	Yes	3.00	Latchford St to Temiskaming St
H7007S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Temiskaming St	Brewster St	283.00	8.00	Yes	3.00	Temiskaming St to Brewster St
H7008S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Brewster St	Ethel St	136.00	8.00	Yes	3.00	Brewster St to Ethel St
H7009S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Ethel St	Florence St	141.00	8.00	Yes	3.00	Ethel St to Florence St
H7010S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Florence St	Georgina Ave	91.00	8.00	Yes	3.00	Florence St to Georgina Ave
H7011S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Georgina Ave	Probyn St	142.00	8.00	Yes	3.00	Georgina Ave to Probyn St
H7012S	Lakeshore Rd. South	ACTV	ASPHLT	HL	Probyn St	Browning St	92.00	8.00	Yes	3.00	Probyn St to Browning St
H22000S	Latchford St.	ACTV	ASPHLT	HL	Lakeshore Rd	Temiskaming St	134.00	9.00	Yes	4.00	Lakeshore Rd to Temiskaming St
H22001S	Latchford St.	ACTV	ASPHLT	HL	Temiskaming St	Foster St	169.00	9.00	Yes	4.00	Temiskaming St to Foster St
H22002S	Latchford St.	ACTV	ASPHLT	HL	Ethel St	Florence St	127.00	9.00	Yes	4.00	Ethel St to Florence St
H22003S	Latchford St.	ACTV	ASPHLT	HL	Florence St	Probyn St	210.00	9.00	Yes	4.00	Florence St to Probyn St
H22004S	Latchford St.	ACTV	ASPHLT	HL	Foster St	Ethel St	173.00	9.00	Yes	4.00	Foster St to Ethel St
H30000E	Lawlor St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	165.00	7.40	No	5.00	Rorke Ave to Georgina Ave
H30001E	Lawlor St.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	234.00	7.40	No	5.00	Georgina Ave to Meridian Ave
H30002E	Lawlor St.	ACTV	ASPHLT	HL	Bruce St	end	93.00	7.40	No	6.00	Bruce St to end
H29000S	Leslie MacFarlane Way	ACTV	ASPHLT	HL	Main St	Marcella St	168.00	6.60	Yes	5.00	Main St to Marcella St
H28000E	Little St.	ACTV	ASPHLT	HL	ONR	Rorke Ave	106.00	9.40	No	5.00	ONR to Rorke Ave
H28001E	Little St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	172.00	8.40	No	5.00	Rorke Ave to Georgina Ave
H28002E	Little St.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	238.00	8.40	No	5.00	Georgina Ave to Meridian Ave
H28003E	Little St.	ACTV	ASPHLT	HL	Meridian Ave	Bruce St	157.00	8.40	No	5.00	Meridian Ave to Bruce St
H28004E	Little St.	ACTV	ASPHLT	HL	Bruce St	Farr Dr	220.00	8.40	No	5.00	Bruce St to Farr Dr
H17000S	Lowry St.	ACTV	GRAV	HL	Lakeshore Rd	Ferland St	115.00	6.50	No	5.00	Lakeshore Rd to Ferland St
H17001S	Lowry St.	ACTV	GRAV	HL	Ferland St	end	59.00	6.50	No	6.00	Ferland St to end
H20000E	Main St	ACTV	ASPHLT	HL	Browning St	Niven St	571.00	7.10	Yes	3.00	Browning St to Niven St
H20001E	Main St	ACTV	ASPHLT	HL	Niven St	Rorke Ave	397.00	8.80	Yes	3.00	Niven St to Rorke Ave
H20002E	Main St	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	172.00	14.00	Yes	3.00	Rorke Ave to Georgina Ave
H20003E	Main St	ACTV	ASPHLT	HL	Georgina Ave	Ferguson Ave	171.00	14.00	Yes	3.00	Georgina Ave to Ferguson Ave
H20004E	Main St	ACTV	ASPHLT	HL	Ferguson Ave	Meridian Ave	64.00	12.60	Yes	4.00	Ferguson Ave to Meridian Ave
H20005E	Main St	ACTV	ASPHLT	HL	Meridian Ave	Leslie MacFarlane Way	64.00	12.60	Yes	4.00	Meridian Ave to Leslie MacFarlane Way
H20006E	Main St	ACTV	ASPHLT	HL	Leslie MacFarlane Way	Farr Dr	38.00	12.60	Yes	4.00	Leslie MacFarlane Way to Farr Dr
H22000E	Marcella St.	ACTV	GRAV	HL	End	Clements Dr	69.00	8.80	No	5.00	End to Clements Dr
H22001E	Marcella St.	ACTV	ASPHLT	HL	Rorke Ave	ONR	170.00	9.40	No	5.00	Rorke Ave to ONR
H22002E	Marcella St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	172.00	6.90	No	5.00	Rorke Ave to Georgina Ave
H22003E	Marcella St.	ACTV	ASPHLT	HL	Georgina Ave	Ferguson Ave	170.00	7.80	No	5.00	Georgina Ave to Ferguson Ave
H22004E	Marcella St.	ACTV	ASPHLT	HL	Ferguson Ave	Meridian Ave	66.00	6.50	No	5.00	Ferguson Ave to Meridian Ave
H22005E	Marcella St.	ACTV	ASPHLT	HL	Meridian Ave	Leslie MacFarlane Way	88.00	8.40	Yes	5.00	Meridian Ave to Leslie MacFarlane Way
H22006E	Marcella St.	ACTV	ASPHLT	HL	Leslie MacFarlane Way	Farr Dr	37.00	8.40	Yes	5.00	Leslie MacFarlane Way to Farr Dr
H20000S	McKay Clements Dr.	ACTV	GRAV	HL	Amwell St	Marcella St	93.00	8.80	No	5.00	Amwell St to Marcella St
H20001S	McKay Clements Dr.	ACTV	GRAV	HL	Marcella St	end	101.00	8.80	No	5.00	Marcella St to end
H28000S	Meridian Ave.	ACTV	ASPHLT	HL	Main St	Amwell St	81.00	6.50	Yes	4.00	Main St to Amwell St
H28001S	Meridian Ave.	ACTV	ASPHLT	HL	Amwell St	Marcella St	87.00	6.50	No	4.00	Amwell St to Marcella St
H28002S	Meridian Ave.	ACTV	ASPHLT	HL	Marcella St	Blackwall St	88.00	6.50	No	4.00	Marcella St to Blackwall St
H28003S	Meridian Ave.	ACTV	ASPHLT	HL	Blackwall St	Cecil St	169.00	6.50	No	4.00	Blackwall St to Cecil St
H28004S	Meridian Ave.	ACTV	ASPHLT	HL	Cecil St	View St	71.00	6.50	No	4.00	Cecil St to View St
H28005S	Meridian Ave.	ACTV	ASPHLT	HL	View St	Elliott St	124.00	8.40	No	4.00	View St to Elliott St
H28006S	Meridian Ave.	ACTV	ASPHLT	HL	Elliott St	Little St	96.00	8.40	No	4.00	Elliott St to Little St
H28007S	Meridian Ave.	ACTV	ASPHLT	HL	Little St	Albert St	94.00	8.40	No	4.00	Little St to Albert St
H28008S	Meridian Ave.	ACTV	ASPHLT	HL	Albert St	Lawlor St	96.00	8.40	No	4.00	Albert St to Lawlor St

H28009S	Meridian Ave.	ACTV	ASPHLT	HL	Lawlor St	Algonquin Dr	96.00	8.40	No	4.00	Lawlor St to Algonquin Dr
H28010S	Meridian Ave.	ACTV	ASPHLT	HL	Algonquin Dr	Arnold Dr	162.00	8.40	No	4.00	Algonquin Dr to Arnold Dr
H28011S	Meridian Ave.	ACTV	ASPHLT	HL	Arnold Dr	Joyal Dr	81.00	8.40	No	4.00	Arnold Dr to Joyal Dr
H28012S	Meridian Ave.	ACTV	ASPHLT	HL	Joyal Dr	Buffam Dr	80.00	8.40	No	4.00	Joyal Dr to Buffam Dr
H28013S	Meridian Ave.	ACTV	ASPHLT	HL	Buffam Dr	Morissette Dr	95.00	8.40	No	4.00	Buffam Dr to Morissette Dr
H36000E	Morissette Dr.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	143.00	8.50	No	4.00	Rorke Ave to Georgina Ave
H36001E	Morissette Dr.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	272.00	8.50	No	4.00	Georgina Ave to Meridian Ave
H16000E	Mowat Landing Road	ACTV	ASPHLT	HL	Firstbrook Line	Hwy 11	3060.00	6.50	No	4.00	Firstbrook Line to Hwy 11
H16000S	Niven St. South	ACTV	GRAV	HL	Florence St	Seton St	116.00	8.00	No	5.00	Florence St to Seton St
H16001S	Niven St. South	ACTV	ASPHLT	HL	Seton St	Probyn St	93.00	8.00	No	5.00	Seton St to Probyn St
H16002S	Niven St. South	ACTV	ASPHLT	HL	Probyn St	Browning St	83.00	8.00	No	5.00	Probyn St to Browning St
H16003S	Niven St. South	ACTV	ASPHLT	HL	Browning St	Main St	173.00	8.00	No	5.00	Browning St to Main St
H16004S	Niven St. South	ACTV	ASPHLT	HL	Main St	Amwell St	86.00	8.00	No	5.00	Main St to Amwell St
H16005S	Niven St. South	ACTV	OTH	HL	Amwell St	View St	438.00	8.00	No	5.00	Amwell St to View St
H16006S	Niven St. South	ACTV	OTH	HL	View St	Albert St	316.00	8.00	No	5.00	View St to Albert St
H16007S	Niven St. South	ACTV	OTH	HL	Albert St	Cobalt Ave	1076.00	8.00	No	5.00	Albert St to Cobalt Ave
H16008S	Niven St. South	ACTV	OTH	HL	Cobalt Ave	Edward St	93.00	8.00	No	5.00	Cobalt Ave to Edward St
H16009S	Niven St. South	ACTV	OTH	HL	King Edward St	King St	31.00	8.00	No	5.00	King Edward St to King St
H6000S	Phippen's Rd.	ACTV	GRAV	HL	End	Sunnyside Rd	541.00	6.80	No	6.00	End to Sunnyside Rd
H14000E	Probyn St	ACTV	GRAV	HL	Niven St	Christian St	48.00	6.30	No	5.00	Niven St to Christian St
H14001E	Probyn St	ACTV	ASPHLT	HL	Hardy Ave	Latchford St	83.00	8.00	Yes	4.00	Hardy Ave to Latchford St
H14002E	Probyn St	ACTV	ASPHLT	HL	Latchford St	Rorke Ave	77.00	8.00	Yes	4.00	Latchford St to Rorke Ave
H14003E	Probyn St	ACTV	ASPHLT	HL	Brewster St	Georgina Ave	79.00	8.00	No	5.00	Brewster St to Georgina Ave
H14004E	Probyn St	ACTV	ASPHLT	HL	Georgina Ave	Lakeshore Rd	126.00	8.00	Yes	5.00	Georgina Ave to Lakeshore Rd
H9000S	Quarry Rd.	ACTV	OTH	HL	Dutton St	West Rd	1680.00	7.50	No	5.00	Dixon St to West Rd
H9001S	Quarry Rd.	ACTV	GRAV	HL	West Rd	View St	689.00	7.50	No	5.00	West Rd to View St
H9002S	Quarry Rd.	ACTV	GRAV	HL	View St	Bloom St	2297.00	7.50	No	5.00	View St to Bloom St
H1000E	Radley Hill Rd.	ACTV	ASPHLT	HL	Hwy 11	Clover Valley Rd	337.00	10.00	No	5.00	Hwy 11 to Clover Valley Rd
H1001E	Radley Hill Rd.	ACTV	ASPHLT	HL	Clover Valley Rd	Shepherdson Rd	65.00	10.00	No	5.00	Clover Valley Rd to Shepherdson Rd
H1002E	Radley Hill Rd.	ACTV	GRAV	HL	Sherpherdson Rd	Roseneath Ave	1070.00	7.00	No	5.00	Sherpherdson Rd to Roseneath Ave
H1003E	Radley Hill Rd.	ACTV	GRAV	HL	Roseneath Ave	Lakeshore Rd	252.00	7.00	No	5.00	Roseneath Ave to Lakeshore Rd
H5000S	Ramsey Rd.	ACTV	GRAV	HL	North end	West Rd	143.00	8.00	No	6.00	North end to West Rd
H5001S	Ramsey Rd.	ACTV	GRAV	HL	West Rd	end	246.00	5.00	No	6.00	West Rd to end
H23000S	Rorke Ave.	ACTV	ASPHLT	HL	Foster St	Ethel St	168.00	8.50	Yes	4.00	Foster St to Ethel St
H23001S	Rorke Ave.	ACTV	ASPHLT	HL	Ethel St	Florence St	128.00	8.50	Yes	4.00	Ethel St to Florence St
H23002S	Rorke Ave.	ACTV	ASPHLT	HL	Florence St	Probyn St	217.00	8.50	Yes	4.00	Florence St to Probyn St
H23003S	Rorke Ave.	ACTV	ASPHLT	HL	Probyn St	Brewster St	32.00	8.50	No	4.00	Probyn St to Brewster St
H23004S	Rorke Ave.	ACTV	ASPHLT	HL	Brewster St	Browning St	52.00	8.50	No	4.00	Brewster St to Browning St
H23005S	Rorke Ave.	ACTV	ASPHLT	HL	Browning St	Broadway St	84.00	8.50	No	4.00	Browning St to Broadway St
H23006S	Rorke Ave.	ACTV	ASPHLT	HL	Broadway St	Main St	88.00	8.50	No	4.00	Broadway St Main St
H23007S	Rorke Ave.	ACTV	ASPHLT	HL	Main St	Amwell St	86.00	13.00	Yes	3.00	Main St to Amwell St
H23008S	Rorke Ave.	ACTV	ASPHLT	HL	Amwell St	Marcella St	87.00	13.00	Yes	3.00	Amwell St to Marcella St
H23009S	Rorke Ave.	ACTV	ASPHLT	HL	Marcella St	Blackwall St	87.00	13.00	Yes	3.00	Marcella St to Blackwall St
H23010S	Rorke Ave.	ACTV	ASPHLT	HL	Blackwall St	Russell St	85.00	13.00	Yes	3.00	Blackwall St to Russell St
H23011S	Rorke Ave.	ACTV	ASPHLT	HL	Russell St	Cecil St	87.00	13.00	Yes	3.00	Russell St to Cecil St
H23012S	Rorke Ave.	ACTV	ASPHLT	HL	Cecil St	View St	86.00	13.00	Yes	3.00	Cecil St to View St
H23013S	Rorke Ave.	ACTV	ASPHLT	HL	View St	Elliott St	107.00	13.00	Yes	3.00	View St to Elliott St
H23014S	Rorke Ave.	ACTV	ASPHLT	HL	Elliott St	Little St	97.00	13.00	Yes	3.00	Elliott St to Little St
H23015S	Rorke Ave.	ACTV	ASPHLT	HL	Little St	Albert St	96.00	13.00	Yes	3.00	Little St to Albert St
H23016S	Rorke Ave.	ACTV	ASPHLT	HL	Albert St	Lawlor St	94.00	13.00	Yes	3.00	Albert St to Lawlor St
H23017S	Rorke Ave.	ACTV	ASPHLT	HL	Lawlor St	Algonquin Dr	97.00	13.00	Yes	3.00	Lawlor St to Algonquin Dr
H23018S	Rorke Ave.	ACTV	ASPHLT	HL	Algonquin Dr	Arnold Dr	162.00	13.00	Yes	3.00	Algonquin Dr to Arnold Dr
H23019S	Rorke Ave.	ACTV	ASPHLT	HL	Arnold Dr	Joyal Dr	81.00	13.00	Yes	3.00	Arnold Dr to Joyal Dr
H23020S	Rorke Ave.	ACTV	ASPHLT	HL	Joyal Dr	Buffam Dr	81.00	13.00	Yes	3.00	Joyal Dr to Buffam Dr
H23021S	Rorke Ave.	ACTV	ASPHLT	HL	Buffam Dr	Morissette Dr	98.00	13.00	Yes	3.00	Buffam Dr to Morissette Dr
H23022S	Rorke Ave.	ACTV	ASPHLT	HL	Morissette Dr	Carter Blvd	425.00	10.00	No	3.00	Morissette Dr to Carter Blvd
H24000E	Russell St.	ACTV	ASPHLT	HL	ONR	Rorke Ave	144.00	9.00	No	6.00	ONR to Rorke Ave
H24001E	Russell St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	171.00	9.00	No	5.00	Rorke Ave to Georgina Ave
H24002E	Russell St.	ACTV	ASPHLT	HL	Georgina Ave	Sutherland Way	146.00	9.00	No	5.00	Georgina Ave to Sutherland Way
H2000S	Seed's Rd.	ACTV	GRAV	HL	Wilson Rd	Hwy 11	1580.00	6.00	No	6.00	Wilson Rd to Hwy 11

H13000E	Seton St.	ACTV	GRAV	HL	Younge St	Wendigo St	67.00	6.00	No	6.00	Younge St to Wendigo St
H13001E	Seton St.	ACTV	GRAV	HL	Wendigo St	Winona St	162.00	6.00	No	6.00	Wendigo St to Winona St
H13002E	Seton St.	ACTV	GRAV	HL	Winona St	Champlain St	84.00	6.00	No	6.00	Winona St to Champlain St
H13003E	Seton St.	ACTV	GRAV	HL	Champlain St	Niven St	73.00	6.00	No	6.00	Champlain St to Niven St
H11000S	Spring St	ACTV	GRAV	HL	End	Browning St	102.00	5.40	No	6.00	End to Browning St
H4000E	Sunnyside Rd.	ACTV	GRAV	HL	Clover Valley Rd	Phippen Rd	2116.00	7.40	No	6.00	Clover Valley Rd to Phippen Rd
H4001E	Sunnyside Rd.	ACTV	GRAV	HL	Phippen Rd	Lakeshore Rd	348.00	7.40	No	6.00	Phippen Rd to Lakeshore Rd
H26000S	Sutherland Way	ACTV	ASPHLT	HL	Blackwall St	Russell St	79.00	7.10	No	4.00	Blackwall St to Russell St
H26001S	Sutherland Way	ACTV	ASPHLT	HL	Russell St	Cecil St	79.00	7.10	No	4.00	Russell St to Cecil St
H8001E	Temiskaming St.	ACTV	ASPHLT	HL	Lakeshore Rd	Latchford St	77.00	8.30	Yes	5.00	Lakeshore Rd to Latchford St
H26000E	View St.	ACTV	GRAV	HL	Quarry Rd	Niven St	773.00	9.30	No	5.00	Quarry Rd to Niven St
H26001E	View St.	ACTV	ASPHLT	HL	Rorke Ave	Georgina Ave	165.00	7.10	No	5.00	Rorke Ave to Georgina Ave
H26002E	View St.	ACTV	ASPHLT	HL	Georgina Ave	Meridian Ave	236.00	8.50	No	5.00	Georgina Ave to Meridian Ave
H26003E	View St.	ACTV	ASPHLT	HL	Meridian Ave	Cooke St	100.00	6.80	No	5.00	Meridian Ave to Cooke St
H26004E	View St.	ACTV	ASPHLT	HL	Cooke St	Bradley St	71.00	6.80	No	5.00	Cooke St to Bradley St
H13000S	Wendigo St.	ACTV	GRAV	HL	Browning St	Seton St	165.00	5.50	No	6.00	Browning St to Seton St
H17000E	West Road	ACTV	ASPHLT	HL	Hwy 11	Fleming Rd	674.00	7.50	No	3.00	Hwy 11 to Fleming Rd
H17001E	West Road	ACTV	ASPHLT	HL	Fleming Rd	Clover Valley Rd	1610.00	7.50	No	3.00	Fleming Rd to Clover Valley Rd
H17002E	West Road	ACTV	ASPHLT	HL	Clover Valley Rd	Ramsey Rd	1610.00	6.70	No	3.00	Clover Valley Rd to Ramsey Rd
H17003E	West Road	ACTV	ASPHLT	HL	Ramsey Rd	Quarry Rd	1610.00	6.70	No	3.00	Ramsey Rd to Quarry Rd
H17004E	West Road	ACTV	ASPHLT	HL	Quarry Rd	Browning St	272.00	6.70	No	3.00	Quarry Rd to Browning St
H3000E	Wilson Rd.	ACTV	GRAV	HL	Seeds Rd	Hwy 11	647.00	6.70	No	6.00	Seeds Rd to Hwy 11
H3001E	Wilson Rd.	ACTV	GRAV	HL	Hwy 11	Clover Valley Rd	921.00	6.70	No	6.00	Hwy 11 to Clover Valley Rd
H14000S	Winona St.	ACTV	GRAV	HL	Florence St	Seton St	116.00	5.50	No	6.00	Florence St to Seton St
H12000S	Young St.	ACTV	GRAV	HL	Browning St	Seton St	158.00	5.80	No	6.00	Browning St to Seton St

Asset ID	Asset Name	Status	Asset Material Code	Location	From	To	Length (m)	Width (m)	Concrete Curb	Road Class	Description
NC9000S	Birch St	ACTV	ASPHLT	NC	End	Stewart Ave	100.00	6.00	No	6.00	End to Stewart Ave
NC9001S	Birch St	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	204.00	7.70	No	5.00	Stewart Ave to Lakeview Ave
NC9002S	Birch St	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	208.00	7.70	No	5.00	Lakeview Ave to Groom Dr
NC2000S	Bloom St	ACTV	GRAV	NC	Quarry Rd	end	117.00	5.00	No	6.00	Quarry Rd to end
NC14000E	Bucke Park Rd	ACTV	GRAV	NC	Silver Centre Rd	end	1040.00	6.20	No	5.00	Silver Centre Rd to end
NC16000E	Bucke-Coleman Boundary	ACTV	GRAV	NC	King St	end	115.00	6.20	No	6.00	King St to end
NC8000S	Carter Blvd	ACTV	ASPHLT	NC	King St	Silver Ave	440.00	8.50	No	4.00	King St to Silver Ave
NC8001S	Carter Blvd	ACTV	ASPHLT	NC	Silver Ave	Stewart Ave	200.00	8.50	No	4.00	Silver Ave to Stewart Ave
NC8002S	Carter Blvd	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	204.00	8.50	No	4.00	Stewart Ave to Lakeview Ave
NC8003S	Carter Blvd	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	150.00	8.50	No	5.00	Lakeview Ave to Groom Dr
NC12000S	Cemetery Rd	ACTV	GRAV	NC	King St	Lois Ln	190.00	6.50	No	6.00	King St to Lois Ln
NC1000E	Cobalt St	ACTV	GRAV	NC	End	Niven St	151.00	5.40	No	6.00	End to Niven St
NC1001E	Cobalt St	ACTV	GRAV	NC	Carter Blvd	end	155.00	7.00	No	6.00	Carter Blvd to end
NC6000S	Cross Lake Rd.	ACTV	ASPHLT	NC	King St	Silver Ave	170.00	8.70	No	5.00	King St to Silver Ave
NC6001S	Cross Lake Rd.	ACTV	ASPHLT	NC	Silver Ave	Stewart Ave	199.00	8.70	No	5.00	Silver Ave to Stewart Ave
NC6002S	Cross Lake Rd.	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	205.00	8.70	No	5.00	Stewart Ave to Lakeview Ave
NC6003S	Cross Lake Rd.	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	119.00	6.20	No	5.00	Lakeview Ave to Groom Dr
NC18000E	Dugas Rd	ACTV	GRAV	NC	Cemetery Rd	end	79.00	6.00	No	6.00	Cemetery Rd to end
NC8000E	Dump Rd	ACTV	GRAV	NC	Firstbrooke Line	Hwy 11	1190.00	8.40	No	5.00	Firstbrooke Line to Hwy 11
NC10000E	First St.	ACTV	GRAV	NC	King St	end	71.00	8.40	No	6.00	King St to end
NC13000E	Fourth St.	ACTV	GRAV	NC	King St	end	338.00	5.40	No	6.00	King St to end
NC9000E	Groom Dr.	ACTV	ASPHLT	NC	King St	Queen St	123.00	6.00	No	5.00	King St to Queen St
NC9001E	Groom Dr.	ACTV	ASPHLT	NC	Queen St	Cross Lake Rd	172.00	6.00	No	5.00	Queen St to Cross Lake Rd
NC9002E	Groom Dr.	ACTV	ASPHLT	NC	Cross Lake Rd	Station St	84.00	6.00	No	5.00	Cross Lake Rd to Station St
NC9003E	Groom Dr.	ACTV	ASPHLT	NC	Station St	Carter Blvd	107.00	6.00	No	5.00	Station St to Carter Blvd
NC9004E	Groom Dr.	ACTV	ASPHLT	NC	Carter Blvd	Birch St	50.00	6.00	No	5.00	Carter Blvd to Birch St
NC9005E	Groom Dr.	ACTV	ASPHLT	NC	Groom Dr.	Maple St	234.00	6.00	No	5.00	Birch St to Maple St
NC9006E	Groom Dr.	ACTV	GRAV	NC	Maple St	Silver Centre Rd	750.00	7.30	No	6.00	Maple St to Silver Centre Rd
NC3000S	Hermiston St	ACTV	GRAV	NC	King Edward	end	93.00	6.10	No	6.00	King Edward to end
NC2000E	King Edward St.	ACTV	GRAV	NC	Hermiston St	Niven St	138.00	6.10	No	6.00	Hermiston St to Niven St
NC4000S	King St.	ACTV	ASPHLT	NC	Carter Blvd	Station St	156.00	13.00	No	3.00	Carter Blvd to Station St
NC4001S	King St.	ACTV	ASPHLT	NC	Station St	Niven St	126.00	7.60	No	3.00	Station St to Niven St
NC4002S	King St.	ACTV	ASPHLT	NC	Niven St	Cross Lake Rd	61.00	7.60	No	3.00	Niven St to Cross Lake Rd
NC4003S	King St.	ACTV	ASPHLT	NC	Cross Lake Rd	Stewart Ave	405.00	13.00	Yes	3.00	Cross Lake Rd to Stewart Ave
NC4004S	King St.	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	206.00	13.00	Yes	3.00	Stewart Ave to Lakeview Ave
NC4005S	King St.	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	288.00	13.00	Yes	3.00	Lakeview Ave to Groom Dr
NC4006S	King St.	ACTV	ASPHLT	NC	Groom Dr	First St	209.00	7.20	No	3.00	Groom Dr to First St
NC4007S	King St.	ACTV	ASPHLT	NC	First St	Second St	107.00	7.20	No	3.00	First St to Second St
NC4008S	King St.	ACTV	ASPHLT	NC	Second St	Third St	231.00	7.20	No	3.00	Second St to Third St
NC4009S	King St.	ACTV	ASPHLT	NC	Third St	Fourth St	57.00	7.20	No	3.00	Third St to Fourth St
NC4010S	King St.	ACTV	ASPHLT	NC	Fourth St	Louise St	1460.00	8.00	No	3.00	Fourth St to Louise St
NC4011S	King St.	ACTV	ASPHLT	NC	Louise St	Bucke-Coleman Boundary	105.00	8.00	No	3.00	Louise St to Boundary
NC4012S	King St.	ACTV	ASPHLT	NC	Bucke-Coleman Boundary	Cemetery Rd	297.00	8.00	No	3.00	Boundary Rd to Cemetery Rd
NC6000E	Lakeview Ave	ACTV	ASPHLT	NC	King St	Queen St	91.00	6.50	Yes	4.00	King St to Queen St
NC6001E	Lakeview Ave	ACTV	ASPHLT	NC	Queen St	Cross Lake Rd	111.00	6.50	No	4.00	Queen St to Cross Lake Rd
NC6002E	Lakeview Ave	ACTV	ASPHLT	NC	Cross Lake Rd	Station St	90.00	6.50	No	4.00	Cross Lake Rd to Station St
NC6003E	Lakeview Ave	ACTV	ASPHLT	NC	Station St	Carter Blvd	105.00	6.50	No	4.00	Station St to Carter Blvd
NC6004E	Lakeview Ave	ACTV	ASPHLT	NC	Carter Blvd	Birch St	105.00	6.50	No	4.00	Carter Blvd to Birch St
NC6005E	Lakeview Ave	ACTV	ASPHLT	NC	Birch St	Maple St	100.00	6.50	No	4.00	Birch St to Maple St
NC6006E	Lakeview Ave	ACTV	ASPHLT	NC	Maple St	Proctors Rd	556.00	6.50	No	4.00	Maple St to Proctors Rd
NC17000E	Lois Lane	ACTV	GRAV	NC	Cemetery Rd	end	590.00	6.00	No	6.00	Cemetery Rd to end
NC15000E	Louise St.	ACTV	GRAV	NC	King St	end	114.00	6.20	No	6.00	King St to end
NC10000S	Maple St. South	ACTV	GRAV	NC	End	Lakeview Ave	101.00	5.70	No	6.00	End to Lakeview Ave
NC10001S	Maple St. South	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	391.00	8.50	No	5.00	Lakeview Ave to Groom Dr
NC7000E	Proctor's Rd.	ACTV	GRAV	NC	Silver Centre Rd	end	1020.00	6.00	No	6.00	Silver Centre Rd to end
NC5000E	Quarry Rd.	ACTV	GRAV	NC	ONR	King St	118.00	7.00	No	5.00	ONR to King St
NC5000S	Queen St.	ACTV	ASPHLT	NC	Silver Ave	Stewart Ave	196.00	8.30	No	5.00	Silver Ave to Stewart Ave
NC5001S	Queen St.	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	205.00	8.30	No	5.00	Stewart Ave to Lakeview Ave

NC5002S	Queen St.	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	229.00	6.10	No	5.00	Lakeview Ave to Groom Dr
NC11000E	Second St.	ACTV	GRAV	NC	King St	end	89.00	5.60	No	6.00	King St to end
NC100E	Sharpe Lake Rd.	ACTV	GRAV	NC	Hwy 11	Greenfish/City limit	1330.00	6.40	No	6.00	Hwy 11 to Greenfish/City limit
NC3000E	Silver Ave	ACTV	ASPHLT	NC	Queen St	Cross Lake Rd	100.00	7.50	No	5.00	Queen St to Cross Lake Rd
NC3001E	Silver Ave	ACTV	ASPHLT	NC	Cross Lake Rd	Station St	100.00	8.70	No	5.00	Cross Lake Rd to Station St
NC3002E	Silver Ave	ACTV	ASPHLT	NC	Station St	Carter Blvd	99.00	8.30	No	5.00	Station St to Carter Blvd
NC11000S	Silver Centre Rd.	ACTV	OTH	NC	Proctors Rd	Groom Dr	401.00	10.50	No	4.00	Proctors Rd to Groom Dr
NC11001S	Silver Centre Rd.	ACTV	OTH	NC	Groom Dr	Bucke Park Rd	1590.00	10.20	No	4.00	Groom Dr to Bucke Park Rd
NC11002S	Silver Centre Rd.	ACTV	OTH	NC	Bucke Park Rd	City limit	576.00	9.10	No	4.00	Bucke Park Rd to City limit
NC7000S	Station St.	ACTV	ASPHLT	NC	King St	Silver Ave	325.00	8.20	No	5.00	King St to Silver Ave
NC7001S	Station St.	ACTV	ASPHLT	NC	Silver Ave	Stewart Ave	198.00	8.20	No	5.00	Silver Ave to Stewart Ave
NC7002S	Station St.	ACTV	ASPHLT	NC	Stewart Ave	Lakeview Ave	206.00	8.20	No	5.00	Stewart Ave to Lakeview Ave
NC7003S	Station St.	ACTV	ASPHLT	NC	Lakeview Ave	Groom Dr	127.00	8.20	No	5.00	Lakeview Ave to Groom Dr
NC4000E	Stewart Ave	ACTV	ASPHLT	NC	King St	Queen St	77.00	8.30	No	5.00	King St to Queen St
NC4001E	Stewart Ave	ACTV	ASPHLT	NC	Queen St	Cross Lake Rd	106.00	8.30	No	5.00	Queen St to Cross Lake Rd
NC4002E	Stewart Ave	ACTV	ASPHLT	NC	Cross Lake Rd	Station St	95.00	8.30	No	5.00	Cross Lake Rd to Station St
NC4003E	Stewart Ave	ACTV	ASPHLT	NC	Station St	Carter Blvd	105.00	8.30	No	5.00	Station St to Carter Blvd
NC4004E	Stewart Ave	ACTV	ASPHLT	NC	Carter Blvd	Birch St	101.00	8.30	No	5.00	Carter Blvd to Birch St
NC12000E	Third St.	ACTV	GRAV	NC	King St	end	127.00	4.60	No	6.00	King St to end
NC5000S-A	Quarry Rd.	ACTV	GRAV	NC	Bloom St	ONR	243.00	7.00	No	5.00	Bloom St to ONR



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

**By-law No. 2018-130**

**Being a by-law to enter into a Funding Agreement with Industry  
Canada (FedNor) for a Bilingual Project Coordinator  
(Project No. 39E-511659)**

**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 Memo No. 007-2018-CGP at the August 14, 2018 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a funding agreement with FedNor for a Bilingual Project Coordinator for consideration at the August 14, 2018 Regular Council meeting.

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

1. That the Mayor and Clerk be authorized to enter into a funding agreement with Industry Canada (FedNor) for a Bilingual Project Coordinator over a three year period in the amount of \$366,000, a copy of which is hereto attached as Schedule A and forms part of this by-law.
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 14<sup>th</sup> day of August, 2018.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

Novation Agreement Substituting a Party

This Agreement made this 6th day of June, 2018.

between

IC – FedNor (hereafter referred to as the "MINISTER")

and

Temiskaming Shores & Area Chamber of Commerce (hereafter referred to as the "ORIGINAL RECIPIENT")

and

The City of Temiskaming Shores (hereafter referred to as the "NEW RECIPIENT")

WHEREAS a Contribution Agreement dated the 29th day of May, 2018 relating to hiring a bilingual project coordinator over a three year period to organize and develop various events and products, while integrating and promoting linguistic duality under the Regional Competitiveness - Implementation (Non-Capital) component of the IC-FedNor Program bearing project number 39E-511659 was entered into between IC-FedNor and the ORIGINAL RECIPIENT, and the ORIGINAL RECIPIENT desires to be released therefrom;

AND WHEREAS the MINISTER has agreed to release the ORIGINAL RECIPIENT from the agreement on condition that the NEW RECIPIENT undertakes to carry out and be bound by the terms of the agreement;

The ORIGINAL RECIPIENT is in compliance in all material respects with the provisions of the agreement and is not aware of any breach of any provision of the agreement which if not rectified would give rise to an event of default; nor is the ORIGINAL RECIPIENT aware of any action or proceeding brought or threatened to enforce any remedies under the agreement.

NOW, THEREFORE, it is agreed between the parties hereto as follows:

- 1. The NEW RECIPIENT agrees to carry out the agreement, a copy of which is annexed hereto, and be bound by the terms thereof in all respects as if it were the original party to the agreement in place of the ORIGINAL RECIPIENT.
2. The MINISTER hereby releases the ORIGINAL RECIPIENT from all of its obligations and liabilities under the agreement and accepts the NEW RECIPIENT in place of the ORIGINAL RECIPIENT as the substituted party to the agreement, and hereby, agrees with the NEW RECIPIENT to be bound by the terms of the agreement in all respects as if the NEW RECIPIENT had been originally named in the agreement as the party thereto in place of the ORIGINAL RECIPIENT.

IN WITNESS WHEREOF the parties have executed this agreement on the date first written above.

Signature - IC - FEDNOR, Director General, Date (YYYY-MM-DD)
Signature - Original Recipient, President, Date (YYYY-MM-DD)
Signature - New Recipient, Municipal Clerk, Date (YYYY-MM-DD)



Industry Canada  
FedNor  
2 Queen Street East  
Sault Ste. Marie, Ontario  
P6A 1Y3

Industrie Canada  
FedNor  
2, rue Queen est  
Sault Ste. Marie (Ontario)  
P6A 1Y3

Protected B

Project Number: 39E-511659

THIS AGREEMENT made as of: **MAY 29 2018**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA**  
as represented by the Minister of Industry  
(the "Minister")

**– AND –**

**Temiskaming Shores & Area Chamber of Commerce**  
(the "Recipient")

WHEREAS in response to an application from the Recipient received January 17, 2018, the Minister has agreed to provide a non-repayable Contribution to the Recipient (the Minister and the Recipient collectively referred to as the Parties and individually as a Party) under the Economic Development Initiative of the Roadmap for Canada's Official Languages 2013-2018 for the Project described in Annex 1 on the terms and conditions herein contained.

IN CONSIDERATION of the mutual covenants and agreements herein contained (the receipt and sufficiency of which is hereby acknowledged), the Parties hereto hereby covenant and agree as follows:

**1.0 The Agreement**

**1.1 a) The following Annexes form part of this Agreement:**

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

Annex 3 – Recipient representation documents per section 8.0

(collectively the "Agreement")

This Agreement supersedes all prior agreements, documents, undertakings and negotiations, whether oral or written of the Parties, related to its subject matter.

- b) Neither this Agreement nor any part thereof shall be assigned by the Recipient without the prior written consent of the Minister.
- c) This Agreement shall enure to the benefit of and be binding upon the Recipient, its successors and permitted assigns.
- d) No amendment to this Agreement shall be effective unless it is made in writing and signed by the Parties hereto.

**1.2 Precedence**

In the event of, and only to the extent of, any conflict or inconsistency between the part of the Agreement that precedes the signatures of the Parties, and the annexes that follow, the part of this Agreement that precedes the signatures of the Parties shall apply. The order of precedence amongst the annexes of this Agreement will be:

Annex 1 – The Project – Statement of Work

Annex 2 – Costing Memorandum

**1.3 Headings**

The headings used in this Agreement are inserted for convenience of reference only and shall not affect its interpretation.

**1.4 Date of Acceptance**

The date of acceptance shall be the date the duplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient, is received by the Minister (the "Date of Acceptance").

1.5 Duration of Agreement

This Agreement comes into force on the Date of Acceptance and will terminate twelve (12) months after:

- a) the Completion Date; or
- b) upon the date on which all amounts due by the Recipient to the Minister under this Agreement, have been paid in full,

whichever is the later, unless terminated earlier in accordance with the terms of this Agreement.

1.6 Survival

Notwithstanding the provisions of subsection 1.5 above, the rights and obligations of the Parties set forth in the following sections, shall survive the expiry or early termination of this Agreement, and shall remain in full force and effect for a period of six (6) years after the expiry or early termination of this Agreement:

- a) Section 4 – Total Canadian Government Funding
- b) Section 7 – Monitoring and Audit
- c) Section 8 – Representations
- d) Section 11 – Indemnification and Limitation of Liability
- e) Section 12 – Default and Remedies
- f) Section 13 – General

**2.0 The Project**

2.1 The Recipient shall ensure that the Project described in Annex 1 (the "Project") commences on or before June 1, 2018 (the "Commencement Date") and is completed on or before August 31, 2021 (the "Completion Date").

2.2 The Recipient shall not alter the scope, timing or location of the Project without the prior written consent of the Minister.

**3.0 The Contribution**

3.1 The Minister will make a Contribution (the "Contribution") to the Recipient in respect of the Project in an amount not exceeding the lesser of:

- a) 100% of the incurred Eligible & Supported Costs of \$366,000 of the Project outlined in Annex 1, and
- b) \$366,000.

3.2 The Minister shall not normally contribute to any Eligible and Supported Costs incurred prior to January 17, 2018 or later than the Completion Date.

The Minister shall not make any payment of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to the Application Received Date.

3.3 Notwithstanding 3.2 the Minister may, at his or her sole discretion, limit to 10% of the Contribution the amount paid towards Eligible and Supported Costs incurred by the Recipient between the date that the completed and signed Application was received and the Commencement Date.

3.4 The Recipient shall use the Contribution solely and exclusively to support the Eligible and Supported Costs of the Project as detailed in Annexes 1 and 2 and shall carry out the Project in a diligent and professional manner.

3.5 The Recipient shall be responsible for all costs of the Project, including cost overruns, if any.

3.6 Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the fiscal year of the Government in which the payment is due. The Minister shall have the right to terminate or reduce the Contribution in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the fiscal year of the Government in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.

#### **4.0 Total Canadian Government Funding**

- a) The Recipient hereby confirms that for the purposes of this Project, the following additional sources of Canadian government funding including without limitation, federal, provincial, municipal or local government assistance has been requested or received:

Tourism Northern Ontario	\$50,000
Various municipalities	\$32,000

- b) The Recipient shall promptly inform the Minister in writing in the event additional Canadian government funding for the purposes of this Project has been requested or received during the Term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of such repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- c) In no instance will the total Canadian government funding towards the Eligible Costs be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

#### **5.0 Intellectual Property**

5.1 Title to any intellectual property created solely by the Recipient as part of or in respect of the Project will vest with the Recipient or will be determined by applicable Canadian law.

#### **5.2 Copyright**

All reports and other information that the Minister collects, manages or has a right to receive or produce in accordance with this Agreement, or that the Recipient collects, creates, manages and shares with the Minister, shall be deemed to be "Canada Information". The Minister shall have the right, subject to the provisions of the Access to Information Act, to release to the public, table before Parliament, or publish by any means, any Canada Information, including such excerpts or summaries of the Canada Information as he or she may, from time to time, determine.

## **6.0 Claims and Payments**

### **6.1 Payment Procedures**

Payments will be made on the basis of documented claims for reasonable eligible and supported costs incurred. Reporting requirements, specific to the Project are detailed in Annex 1.

- a) The Recipient shall submit claims for Eligible and Supported Costs incurred, in a form satisfactory to the Minister. Each claim will include the following information:
  - i) a list of Eligible and Supported Costs incurred;
  - ii) a certification, by an authorized signatory of the Recipient, with respect to the accuracy of the claim and submitted documentation and with respect to its compliance with the terms and conditions of the Agreement; and
  - iii) any other documentation in support of the claim as may be required by the Minister.
- b) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim, or will notify the Recipient of any deficiency in the documentation submitted which deficiency the Recipient shall immediately take action to address and rectify.
- c) Subject to the maximum Contribution amounts set forth in subsection 3.1 and all other conditions in this Agreement, the Minister shall pay to the Recipient the Minister's portion of the Eligible and Supported Costs set forth in the Recipient's claim in accordance with the Minister's customary payment practices.
- d) The Minister may request at any time that the Recipient provide satisfactory evidence to demonstrate that all Eligible and Supported Costs claimed have been paid.
- e) The Minister may require that any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.



6.2 Final Claim Procedures

- a) In addition to the requirements set out in subsection 6.1, the Recipient's final claim for any Eligible and Supported Costs and/or the final reconciliation of any outstanding advances, accompanied by the following, in a form satisfactory to the Minister in scope and detail:
  - i) a final statement of total Project costs;
  - ii) a statement of the total funding provided from all sources for the Project, including total Canadian government funding received;
  - iii) a Final Activity Report on the Project;
  - iv) a Final Results Report on the outcomes and impacts of the Project for evaluation purposes, as described in Annex 1; and
  - v) a certification, by an authorized signatory of the Recipient, that this is the final claim for payment and includes all final Eligible and Supported Costs Incurred and Paid submitted for payment.
  
- b) The Recipient shall submit the final claim for Eligible and Supported Costs to the satisfaction of the Minister no later than six (6) months after the Completion Date or early Termination Date of the Project. The Minister shall have no obligation to pay any claims submitted after that date.

6.3 If the Recipient earns any interest as a consequence of an advance payment of the Contribution or earns any revenue as a result of the Project or if it receives any revenue from another level of government for the Project, the Minister may in his or her absolute discretion reduce the Contribution by all or by such portion of the revenue (including the interest) as he or she deems appropriate.

6.4 Holdback

Notwithstanding any other provision of this Agreement, the Minister may, at the Minister's sole discretion, withhold up to 10% of the Contribution amount until:

- a) the Project is completed to the satisfaction of the Minister;
- b) the Final Report has been submitted to the satisfaction of the Minister;
- c) audits, where required by the Minister have been completed to the satisfaction of the Minister; and
- d) the Minister has approved the final claim described in subsection 6.2.

## 6.5 Overpayment or Non-entitlement

Where for any reason the Recipient is not entitled to the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty the Queen in Right of Canada and shall be recovered as such from the Recipient. The Recipient shall repay the Minister promptly and in any case no later than 30 days from the date of the Minister's demand for payment, the amount of the Contribution disbursed or the amount of the overpayment, as the case may be, together with the average bank interest rate in accordance with the Interest and Administrative Charges Regulations, in effect on the due date, plus 3% compounded monthly on overdue balances payable, from the date of the demand, until payment in full is received by the Minister.

## 6.6 Sharing Ratios

If the Minister makes individual payments that represent higher sharing ratios than those authorized for the total Contribution, in no event shall the overall sharing ratio calculated on the total Eligible and Supported Costs of the Project exceed the maximum authorized sharing ratios as provided in subsection 3.1 a.

## 6.7 Advance Payments

Where the Minister is satisfied and has determined that the Recipient requires an advance against the Contribution amounts payable under this Agreement in order to meet cash flow requirements of the Recipient and that the advance payment is critical for the success of the Project, the Minister may, at his or her sole discretion, make advance payments to the Recipient.

## 7.0 Monitoring and Audit

7.1 For evaluation purposes, the Recipient shall, in addition to reporting measures outlined in subsections 6.1 and 6.2, submit performance reports on the schedule outlined in Annex 1.

7.2 The reports referred to in subsection 7.1 shall contain information sufficient to allow the Minister to assess the progress of the Project (e.g. work completed to date). Upon request of the Minister and at no cost to him, the Recipient will promptly elaborate upon any report submitted.

- 7.3 The Minister may request that the Recipient submit to him a copy of its financial statements (audited, if produced), within 120 days of each Recipient fiscal year end or within such longer period as may be authorized by the Minister.
- 7.4 The Recipient shall provide to the Minister a copy of any report or publication produced as a result of this Agreement, whether interim or final, as soon as the same becomes available.
- 7.5 The Recipient shall, throughout the term of this Agreement, at its own expense:
- a) keep, maintain, preserve and make available for audit and examination by the Minister's representatives, proper books, accounts and records of the costs of the Project, wherever such books, and records may be located, and permit any authorized representative of the Minister to conduct such independent audits and evaluations as the Minister in his or her discretion may require;
  - b) permit any authorized representatives of the Minister reasonable access to the Recipient's premises to inspect and assess the progress and results of the Project; and
  - c) supply promptly, on request, such information in respect of the Project and its results as the Minister may require for purposes of this Agreement and for statistical purposes.
- 7.6 The Minister shall have the right, at his or her own expense, and as and when he or she determines necessary, to perform audits of the Recipient's books, accounts, records, financial statements and claims for Eligible and Supported Costs, and the Recipient's administrative, financial and claim certification processes and procedures, for the purposes of verifying the costs of the Project, validating claims for Eligible and Supported Costs, ensuring compliance with the terms of this Agreement, and confirming amounts repayable to the Minister under the provisions of this Agreement.
- 7.7 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Department of Industry officials, an independent auditing firm, and the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.

7.8 Auditor General of Canada

The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the Auditor General Act in relation to any funding agreement (as defined in subsection 42(4) of the Financial Administration Act) with respect to the use of funds received.

For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:

- a) all records held by the Recipient, or by agents or contractors of the Recipient relating to this Agreement and to the use of the Contribution; and
- b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the Contribution.

8.0 **Representations**

The Recipient represents and warrants that:

- a) it is a not-for-profit organization and in good standing under the laws of Canada and Ontario, and it shall remain as such for the duration of the Agreement. A certified copy of the Charter for the Recipient together with a certified copy of the Resolution and/or by-laws authorizing this Agreement is attached to this Agreement as Annex 3;
- b) it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement;
- c) the signatories to this Agreement, on behalf of the Recipient, have been duly authorized to execute and deliver this Agreement;

- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms, subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies;
- e) the execution and delivery of this Agreement and the performance by the Recipient of its obligations hereunder will not, with or without the giving of notice or the passage of time or both:
  - i) violate the provisions of the Recipient's by-laws, any other corporate governance document subscribed to by the Recipient or any resolution of the Recipient;
  - ii) violate any judgment, decree, order or award of any court, government agency, regulatory authority or arbitrator; or
  - iii) conflict with or result in the breach or termination of any material term or provision of, or constitute a default under, or cause any acceleration under, any license, permit, concession, franchise, indenture, mortgage, lease, equipment lease, contract, permit, deed of trust or any other instrument or agreement by which it is bound.
- f) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement; and
- g) the Recipient has acquired adequate property damage and general liability insurance that is consistent with the level of risk exposure associated with the Project and will maintain such from the Commencement Date to the Completion Date.

**9.0 Announcements, Events and other Communications Activities**

The Recipient hereby consents to participate in a public announcement of the Project by or on behalf of the Minister in the form of a news release and/or media event. The Minister shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until such date. The Recipient agrees to satisfy the event/announcement requirements which can be found in the Communications Requirements - EDI section of the FedNor website (fednor.gc.ca), located under Resources; For funding recipients.

The Recipient hereby agrees to place federal government logos on all Project-related promotional or advertising materials (unless prior exemption is obtained from Industry Canada), including, but not limited to, electronic media (web, television, video), and print media (print advertising, brochures, magazines, maps, posters). In addition, the Recipient may be required to produce and display recognition signage. The Recipient agrees to satisfy the federal visibility and signage requirements which can be found in the Communications Requirements - EDI section of the FedNor website (fednor.gc.ca), located under Resources.

**10.0 Official Languages**

10.1 In relation to Project activities that target both official language communities (French and English), the Recipient agrees to:

- a) make available communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences);
- b) actively offer in both official languages any activities or services to be provided or made available to the public by indicating clearly that they are available in English and French.
- c) provide in both official languages any services to be provided or made available to the public.

**11.0 Indemnification and Limitation of Liability**

11.1 This Agreement is a Contribution Agreement only, not a contract for services or a contract of service or employment, and nothing in this Agreement, or the parties' relationship or actions is intended to create, nor shall be construed as creating, a partnership, employment or agency relationship between them. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of the Minister, nor shall the Recipient make a promise, agreement or contract and incur any liability on behalf of the Minister, and the Recipient shall be solely responsible for any and all payments and deductions required by applicable laws.

11.2 The Recipient shall at all times indemnify and save harmless the Minister, his or her officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon, caused by, or arising directly or indirectly from:

- a) the Project, its operation, conduct or any other aspect thereof;
- b) the performance or non performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement, by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents; or
- c) any omission or other wilful or negligent act or delay of the Recipient or third party and their respective employees, officers, or agents,

except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the wilful act or omission of an official, employee, or agent of the Minister in the performance of his or her duties.

11.3 The Minister shall have no liability under this Agreement except for payments of the Contribution in accordance with the provisions of this Agreement. Without limiting the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

11.4 The Minister, his or her agents, employees and servants will not be held liable in the event the Recipient enters into loan, a capital lease or other long-term obligation in relation to the Project for which the Contribution is provided.

**12.0 Default and Remedies**

**12.1 Events of Default**

The following constitute events of default:

- a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the Recipient, or the Recipient is dissolved;
- c) in the opinion of the Minister, the Recipient ceases to operate or has sold all or substantially all its assets;
- d) the Recipient has submitted incomplete, false or misleading information to the Minister, or makes a false representation in this Agreement or any document relating to the Contribution;
- e) in the opinion of the Minister, there is a material adverse change in risk;
- f) in the opinion of the Minister, the Recipient fails to comply with a term, undertaking or condition of this Agreement; or
- g) in the opinion of the Minister, the Recipient has failed to proceed diligently with the Project including, but not limited to, failure to meet deadlines stipulated in this Agreement except where such failure is due to causes which, in the opinion of the Minister, are beyond the control of the Recipient.



## 12.2 Notice and Rectification Period

The Minister may make a declaration of default by providing written notice to the Recipient of the condition or event which, in the Minister's opinion, constitutes an event of default under subsection 12.1. Except in the circumstances described in subsections (a) and (b) of section 12.1, the Minister may, in his or her discretion, advise the Recipient of the condition or event, and allow the Recipient a period of fifteen (15) days, or such other time as the Minister may in his or her sole discretion deem appropriate, to correct the condition or event complained of, or to demonstrate to the satisfaction of the Minister that it has taken the necessary steps to correct the condition, failing which the Minister may immediately declare that an event of default has occurred. Notification by the Recipient of rectification shall be made in writing within the period of fifteen (15) days or such other time as the Minister may decide.

## 12.3 Remedies

If the Minister declares that an event of default has occurred, the Minister may immediately exercise any one or more of the following remedies:

- a) terminate any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
- b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension;
- c) require the Recipient to repay forthwith to the Minister all or part of the Contribution which amount shall constitute a debt due to Her Majesty; and
- d) exercise any other remedy available to the Minister at law.

## 13.0 General

### 13.1 Canadian Goods and Services

The Recipient in purchasing goods and services for the performance of the Project, shall provide a full and fair opportunity for use of Canadian carriers, suppliers and sub contractors to the extent that they are competitive and available.

- 13.2 If the Recipient acquires supplies, equipment or services with the Contribution it shall do so through a process that promotes the best value for money. The Recipient must provide and adhere to current Recipient procurement policies with evidence of competitive process and selection methodology. In the absence of Recipient procurement policy, if the Recipient is selecting contractors from which to acquire supplies, equipment or services for the project for an amount greater than twenty-five thousand dollars (\$25,000) a competitive process must be used, including a written request for at least three proposals, written evaluation of bids received and a written agreement with the successful contractor. FedNor may, at its sole discretion, consent in writing to single sourcing if details of urgency, special expertise, confidentiality, savings or other circumstances warrants it.
- 13.3 Without limiting the scope of the Set-off Rights provided for under the Financial Administration Act, it is understood that the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty the Queen in Right of Canada under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard when making any claim under this Agreement.
- 13.4 Subject to the Access to Information Act (Canada), the Privacy Act, the Library and Archives Act of Canada, and to section 9.0 of this Agreement, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the consent of all Parties.
- 13.5 Notwithstanding subsection 13.4, the Recipient waives any confidentiality rights to the extent such rights would impede Canada (Her Majesty the Queen in Right of Canada) from fulfilling its notification obligations to the World Trade Organization under Article 25 of the Agreement on Subsidies and Countervailing Measures.
- 13.6 The Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes any legal requirements and regulations relating to the environment.
- 13.7 This Agreement shall be subject to and construed in accordance with the laws of Canada and of Ontario and the parties hereto acknowledge the jurisdiction of the superior court of such province as defined in the Interpretation Act R.S., c. I-23, as amended from time to time.

- 13.8 If a dispute arises concerning the application or interpretation of this Agreement, the Parties shall attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator or arbitration in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada), and all regulations made pursuant to that Act.
- 13.9 Any tolerance or indulgence demonstrated by one Party to the other, or any partial or limited exercise of rights conferred on a Party, shall not constitute a waiver of rights, and unless expressly waived in writing both Parties shall be entitled to exercise any right and seek any remedy available under this Agreement or otherwise at law. Either Party may, by notice in writing, waive any of its rights under this Agreement.
- 13.10 The Recipient represents and warrants that no member of the House of Commons or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit arising from it, that is not otherwise available to the general public.
- 13.11 The Recipient confirms that no current or former public servant or public office holder to whom the Values and Ethics Code for the Public Service or the Conflict of Interest Act apply, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and legislation. Where the Recipient employs or has a shareholder who is either a current or former (in the last twelve months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and legislation.
- 13.12 It has not directly or indirectly promised or offered to any official or employee of the Minister, any bribe, gift, or other inducement, nor has it authorized any person to do so on its behalf, for or with a view to obtaining this Contribution.

13.13 The Recipient represents and warrants that:

- a) any person (other than an employee) who, for consideration, directly or indirectly, communicated with or arranged a meeting with a public office holder, in respect of any aspect of this Agreement, prior to the execution of the Agreement, was in compliance with all requirements of the Lobbying Act, as amended from time to time;
- b) any person (other than an employee) who, for consideration, directly or indirectly, during the term of this Agreement and in respect of any aspect of this Agreement, communicates with or arranges a meeting with a public office holder, will be in compliance with all requirements of the Lobbying Act;
- c) at all relevant times it has been, is and will continue to remain in compliance with the Lobbying Act;
- d) it has not, nor has any person on its behalf, paid or provided or agreed to pay or provide, to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the execution of the Agreement or the person arranging a meeting with a public office holder; and
- e) it will not, during the term of this Agreement, pay or provide or agree to pay or provide to any person (other than an employee), directly or indirectly, a commission, contingency fee or any other consideration (whether monetary or otherwise) that is dependant upon the person arranging a meeting with any official or employee of Her Majesty the Queen in Right of Canada.

The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. The Minister may terminate this Agreement in the event of a breach of any of the above representations or warranties, and may also recover from the Recipient the full amount of any compensation paid by the Recipient in breach of subsections (d) or (e).

**14.0 Notice**

14.1 Any notice, information or document required under this Agreement shall be effectively given if delivered or sent by letter, electronic correspondence or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by electronic correspondence or facsimile shall be deemed to have been received one working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) business days after being mailed.

14.2 Any notice or correspondence to the Minister shall be addressed to:

Industry Canada/FedNor  
107 Shirreff Avenue, Suite 202  
North Bay ON P1B 7K8

Attention: Mrs. Denise Deschamps  
Regional Competitiveness - Implementation (Non-Capital)  
Economic Development Initiative

or to such other address as may be designated by the Minister in writing.

14.3 Any notice or correspondence to the Recipient shall be addressed to:

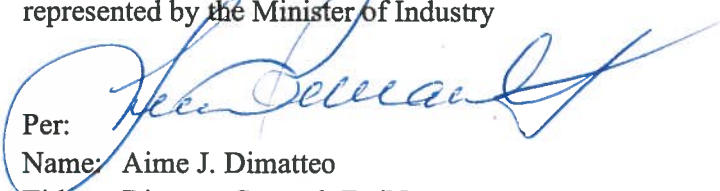
Ms. Jessica Caldwell  
President  
Temiskaming Shores & Area Chamber of Commerce  
P.O. Box 811, 883356 Hwy.65 East  
New Liskeard ON P0J 1P0

14.4 Either of the Parties may change the address which they have stipulated in this Agreement by notifying the other Party of the new address in writing, and such change shall be deemed to take effect fifteen (15) days after receipt of such notice.


Project Number: 39E-511659


**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA** as  
represented by the Minister of Industry

Per:   
Name: Aime J. Dimatteo  
Title: Director General, FedNor  
Date: **MAY 29 2018**

RECIPIENT

Per:   
Name: Jessica Caldwell  
Title: President  
Date: May 31, 2018

Per:   
Name: Marc Horton  
Title: Treasurer  
Date: 31/05/18

I/we have authority to bind Temiskaming Shores & Area  
Chamber of Commerce

**THE PROJECT - STATEMENT OF WORK**

Recipient: Temiskaming Shores & Area Chamber of Commerce

Project Number: 39E-511659

**I. PROJECT SCOPE**

i) Description:  
The Temiskaming Shores & Area Chamber of Commerce is requesting \$366,000 in Economic Development Initiative (EDI) funding to enhance bilingual business opportunities, tourism and immigration in the Temiskaming region. This would be achieved by hiring a bilingual project coordinator over a three year period to organize and develop various events and products, while integrating and promoting linguistic duality.

ii) Project Location:  
New Liskeard

iii) Dates:  
a) Commencement Date - June 1, 2018  
b) Completion Date - August 31, 2021

iv) Key Workplan Activities, Timelines and Milestones:  
The work plan developed would include activities within the forestry, agriculture, immigration and tourism sectors.

Forestry

- Support local forestry small and medium size enterprises (SMEs)/organizations to attend provincial trade shows, develop a larger marketplace and export possibilities.
- Explore opportunities for forestry business growth into the Quebec markets.
- Support the development of non-timber forest products throughout the region.

Agriculture

- Develop a Culinary Tourism Strategy and working with local partners such as the Northern Ontario Farm Innovation Alliance (NOFIA), promote local foods including the Northeast Bites program.
- Work with area agriculture producers to participate at the 2019 International Plowing Match and Rural Expo in Verner and lead the Temiskaming Region's presence at the event.

- Support Northern Ontario producers to enable them to attend La Foire gourmande de l'Abitibi-Témiscamingue et du Nord-Est ontarien.
- Support the New Liskeard Agricultural Society in order to grow/enhance the tourism impact of the New Liskeard Fall Fair, one of the largest agricultural events in Northeastern Ontario.
- Assist in the development of a farm to feast culinary event.

#### Tourism

- With the recent designation by Parks Canada of the Ottawa River as a Canadian Heritage River the project would reach out to partners and work with communities along the river to promote the area as a whole, including product development.
- Partner with Tourism Northern Ontario to develop Lake Temiskaming Tour packages for retail to domestic and international clients and develop and implement a marketing strategy targeting Destination Ontario and Destination Canada as well as regional partners and travel agencies.
- Partner with Tourism Northern Ontario and area municipalities to create and promote wayfinding signage around the Lake Temiskaming Tour.
- Partner with Tourism Northern Ontario to highlight the Group of Seven historical sites/product within the Temiskaming region.
- Develop a regional events calendar to be included in the Lake Temiskaming Tour's website (<https://www.laketemiskaming.com/>).
- Develop and deliver a tourism ambassador training for communities.

#### Immigration/Cultural

- Create/develop a network of resources to assist newcomer settlement.
- Work with municipal and regional partners to attract newcomers to the region through attendance at trade shows and promotion of web portal.
- Develop an annual multicultural event highlighting the diversity of culture, food and music in the region.
- Support and enhance local festival and events through language translation and promotion in the Quebec marketplace.
- Support the Conseil des Arts Temiskaming Arts Council with the development and promotion of Arts and Culture throughout the region.

v) Performance Measures and Tracking Plan:

Unique to this initiative is the partnership between two provinces and a First Nation community promoting the use of both official languages. The following outcomes are anticipated:

- creation of one Project Coordinator position for three years
- creation of 10 new jobs and maintenance of 30
- expansion of a minimum of 10 businesses



- up to 5 businesses would export and/or increase their exports
- up to 10 new alliances would be created
- development of a culinary tourism strategy for the Temiskaming region
- host/support attendance at 10-12 events throughout the project including 2019 IPM, Foire Gourmande, forestry expos, and networking events between Ontario & Quebec. (Anticipated attendance 100,000 over the 3 year project)
- creation of 6 tourism packages
- creation of a relocation/newcomer guide

vi) Project Costs and Financing:

<u>Project Costs:</u>		<u>Financing:</u>	
Eligible Costs		FedNor	\$366,000
- Supported	\$366,000	Other Federal	\$0
- Not Supported	\$102,000	Provincial	\$50,000
Ineligible Costs	\$0	Municipal	\$32,000
		Financial Institution	\$0
		Recipient	\$2,700
		Other	\$17,300
<b>Total</b>	<b>\$468,000</b>		<b>\$468,000</b>

	<u>Supported</u>	<u>Not Supported</u>	<u>Total</u>
<u>Eligible Costs:</u>			
Wages & benefits	\$150,000		\$150,000
Marketing/product development/ research/events	\$145,000	\$75,000	\$220,000
Travel/meetings/translation/ administration	\$71,000	\$27,000	\$98,000
<b>TOTAL ELIGIBLE COSTS</b>	<b>\$366,000</b>	<b>\$102,000</b>	<b>\$468,000</b>
<u>Ineligible Costs</u>			
Nil			\$0
<b>TOTAL INELIGIBLE COSTS</b>			<b>\$0</b>
<b>TOTAL PROJECT COSTS</b>			<b>\$468,000</b>

\* Eligible Costs include the amount of Harmonized Sales Tax, (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

- vii) Official Languages Obligations:  
For greater certainty, Section 10.0 includes:

In relation to Project activities that target both official language communities (French and English), the Recipient agrees to:

- a) make available communications that target the public in both official languages, in a manner that gives equal prominence to both official languages (or for a specific clientele where the linguistic preference of individual members of the target group is known, in accordance with such preferences);
- b) actively offer in both official languages any activities or services to be provided or made available to the public by indicating clearly that they are available in English and French.
- c) provide in both official languages any services to be provided or made available to the public.

## II. PROJECT FUNDING CONDITIONS

- i) Variance of any of the Eligible Supported Costs  
Variance of any of the Eligible Supported Costs listed above in excess of 15% requires the prior written approval of the Minister.
- ii) Pre-disbursement Conditions  
Prior to receiving payment towards Eligible and Supported Costs incurred, the Recipient, on or before the date of first payment, shall:
  - a) provide evidence that it has arranged for the balance of the funding required to enable the Project to proceed, on terms and conditions that are satisfactory to the Minister.
- iii) Advance Payments:
  - a) The Minister has approved advances calculated on the basis of projected cash flow requirements of the Recipient submitted by the Recipient and approved by the Minister.

## III. REPORTING REQUIREMENTS

The Recipient shall submit the following reports in a form satisfactory to the Minister:

- i) Progress Reports and claims for Eligible and Supported Costs incurred as per a schedule provided by the Minister.

- ii) A Final Activity Report by the Final Claims Reporting Date;
- iii) Performance Reports, including:
  - a) a Final Results Report at project end on results achieved between the project start and end date;
  - b) a Two-Year Follow-up Results Report for projects forecasting additional outcomes within two (2) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template; and
  - c) a Five-Year Follow-up Results Report for projects forecasting additional outcomes within five (5) years of project completion. If applicable, completed reports are to be submitted within one (1) month of receiving the report template.
- iv) A questionnaire and/or survey if requested by the Minister, regarding the outcomes and impacts of the Project, for the purpose of evaluating the Economic Development Initiative of the Roadmap for Canada's Official Languages 2013-2018.

**COSTING MEMORANDUM**

**Regional Competitiveness - Implementation (Non-Capital)**

**1.0 General Conditions**

- 1.1 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Minister,
- a) directly related to the Project;
  - b) reasonable;
  - c) appear in the "The Project-Statement of Work";
  - d) incurred in respect of activities which are incremental to the usual activities of the Recipient; and
  - e) incurred between January 17, 2018 and the Completion Date.
- 1.2 Costs incurred by way of the exercise of an option to purchase or hire are eligible only if the exercise of the option is at the sole discretion of the Recipient and the option has been exercised between January 17, 2018 and the Completion Date.
- 1.3 Costs of all goods and services (including labour) acquired from an entity which is, in the opinion of the Minister related to the Recipient, shall be valued at the cost which, in the opinion of the Minister, represents the fair market value of such goods or services, which cost shall not include any mark up for profit or return on investment.
- 1.4 No cost described in section 2.0 shall be eligible for inclusion in Eligible Costs unless the Recipient causes the supplying entity to maintain proper books, accounts and records of the costs related to the Project, and to provide to any representative of the Minister access to such books, accounts and records.

**2.0 Eligible Costs**

Where consistent with the approved Eligible and Supported costs, as defined in Annex 1 - The Project - Statement of Work, the following criteria will be used in determining eligibility of costs:

2.1 Travel Costs - Prime Transportation

Eligible travel costs are those which are deemed necessary to the performance of the Project. To be eligible, travel costs must be clearly documented as to the purpose of each trip. Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the Department.

Necessary return airfare, train fare or bus fare at economy rates for participation personnel. Where a personal automobile is to be used, kilometre (mileage) allowance will be based on current Treasury Board of Canada Travel Directives. Eligible Costs shall be limited to the cost that would have been incurred and paid had normal public transportation at economy rates been used.

Actual costs at the destination will be allowed for food, accommodation and surface transportation (i.e., taxis, etc.). Meal rates will be based on current Treasury Board of Canada Travel Directives. Please note receipts are required for all items except meals. Entertainment (hospitality) costs are not eligible.

2.2 Audit of Project Costs

If expressly approved in writing by the Minister, Eligible Costs may include the cost of professional accountants certifying the accuracy of any costs claimed.

2.3 Contractor/Consultants

Save as herein provided, the direct costs of studies and/or services carried out by a private contractor, consultant or Canadian University or Research Institute are eligible.

Where a contractor or consultant is to be used, prior consultation with the Minister is advised to ensure that the costs for these services are eligible. The Minister may not contribute to the cost of goods or services that are not, in the opinion of the Minister, provided by an entity who is at arm's length from the Recipient

The contractor, consultant, University or Institute shall not acquire any rights to the product or process developed as a result of services provided.



2.4 Calculation of Direct Labour Costs

The Recipient may claim only that time worked directly on the Project by its employees and may not claim for indirect time, non-project related time, holidays, vacation, paid sickness, etc. Paid overtime, where considered reasonable in the opinion of the Minister, may be claimed. Time in lieu of payment is eligible if taken and paid within the project period. Time claimed will normally be expressed in hours.

The payroll rate is the actual gross pay rate for each employee (normal periodic remuneration before deductions). The payroll rate excludes all premiums (e.g., overtime), shift differentials and any reimbursement or benefit conferred in lieu of salaries or wages except as noted in the last paragraph.

Employment benefits (CPP, EI, holidays, and vacations, etc.) not exceeding 20% of direct labour costs may be claimed (supporting documentation not required).

2.5 Harmonized Sales Tax (HST)

Eligible Costs include the amount of Harmonized Sales Tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.

In order to have the HST approved as an eligible cost on future claims, the Recipient may be required to provide documentation verifying the organization's status under HST legislation.

3.0 Ineligible Costs

For greater certainty, any costs not specifically described as Eligible Costs in accordance with section 2.0, shall be ineligible for inclusion in the Eligible Costs.

Protected B

**Annex 3**

*(Insert a copy of the Recipient representation documents per section 8.0)*



**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 July 19, 2018; Special meeting  
held on July 31, 2018 and its Regular meeting held on  
August 14, 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 **July 19, 2018**, Special meeting held on **July 31, 2018**; and its Regular meeting held on **August 14, 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 14<sup>th</sup> day of August, 2018.

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Mayor – Carman Kidd

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Clerk – David B. Treen