



**The Corporation of the City of Temiskaming Shores  
Regular Meeting of Council  
Tuesday, May 21, 2019  
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 – May 7, 2019
- b) Special meeting of Council – May 14, 2019

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

a) Mary Kelly – Wood Consultants

**Re:** New Liskeard Landfill Site – Environmental Assessment

*Draft Motion*

Be it resolved that Council acknowledges the presentation from Mary Kelly of Wood Consultants in regards to the next steps in the development of the New Liskeard Landfill Site subsequent to the Environmental Assessment.

b) Presentation to G. Douglas Walsh, Director of Public Works

**Re:** Institute of Public Works Engineering Australasia (IPWEA) Professional Certificate in Asset Management Planning

10. **Communications**

a) Bicycle Friendly Community Committee

**Re:** Proclamation – June as “*Bike Month in Temiskaming Shores*” – Kick-off Bike Ride June 4, 2019 at 5 pm.

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

b) Honourable Steve Clark, Minister – Ministry of Municipal Affairs and Housing

**Re:** Housing Action Plan

**Reference:** Received for Information

- c) Betty Smallwood, Coordinator – Timiskaming Hospital Palliative Care

**Re:** Proclaim – June 15, 2019 “*World Elder Abuse Awareness Day*”

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

Draft Motion

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

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

Draft Motion

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

- a) Minutes of the Bicycle Friendly Community Committee meeting held on January 21, 2019.

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

Draft Motion

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

- a) Minutes of the Recreation Services Committee meeting held on April 8, 2019;
- b) Minutes of the Building Maintenance Committee meeting held on April 18, 2019;
- c) Minutes of the Protection to Persons and Property Committee meeting held on April 18, 2019;
- d) Minutes of the Public Works Committee meeting held on April 18, 2019;

**13. Reports by Members of Council**

**14. Notice of Motions**

**15. New Business**

**a) Proclamation – June as “*Bike Month in Temiskaming Shores*”**

Whereas cycling is an active, healthy and environmentally friendly mode of transportation as well as a terrific way for both individuals and families to enjoy time outdoors; and

Whereas creating Bicycle Friendly Communities has shown to improve citizen’s health, well-being, quality of life and boost to community spirit; and

Whereas the City of Temiskaming Shores was awarded a Bronze Level Bicycle Friendly Community Award from the Share the Road Cycling Coalition in 2017.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims the month of June 2018 as “**Bike Month in Temiskaming Shores**”.

**b) Proclamation – June 15, 2019 as “*World elder Abuse Awareness Day*”**

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

Whereas 2019 marks the 13<sup>th</sup> Annual World Elder Abuse Awareness Day with recognition promoting a better understanding of abuse and neglect of older adults as activities are organized around the world; and

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

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

Whereas it is imperative that community members are aware that elder abuse happens and educated to see older adults as positive contributors to the

community; older adults need to be aware of their rights, as well as resources available to them; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims June 15, 2019 as “**World Elder Abuse awareness Day**” in the City of Temiskaming Shores.

**c) Approval of Council meeting Schedule – July 2019 to January 2020**

Draft Motion

Whereas By-law No. 2008-160 (Procedural By-law), as amended indicates that Regular meetings of Council shall be held on the first and third Tuesdays of each month commencing at 6:00 p.m. unless otherwise decided by Council; and

Whereas Council typically reduces summer meetings in July and August to one meeting; and

Now therefore be it resolved that Council for the City of Temiskaming Shores does hereby confirms the following schedule of meetings for the months of July 2019 to December 2019:

Tuesday, July 9, 2019	Regular Meeting (2 <sup>nd</sup> Tuesday)
Tuesday, August 13, 2019	Regular Meeting (2 <sup>nd</sup> Tuesday)
Tuesday, September 3, 2019	Regular Meeting
Tuesday, September 17, 2019	Regular Meeting
Tuesday, October 1, 2019	Regular Meeting
Tuesday, October 15, 2019	Regular Meeting
Tuesday, November 5, 2019	Regular Meeting
Tuesday, November 19, 2019	Regular Meeting
Tuesday, December 3, 2019	Regular Meeting
Tuesday, December 17, 2019	Regular Meeting

**d) Administrative Report No. PW-016-2019 – Award – Golf Course Road Bridge Rehabilitation Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-016-2019;

That Council approves the award of the Golf Course Road Bridge Rehabilitation Project, as detailed in Request for Proposal PW-RFP-001-2019, to Miller Paving Limited at a cost of \$845,150.00 plus applicable taxes;

That Council approves utilizing the Ontario Community Infrastructure Fund (OCIF) formula based allocation in the amount of \$318,735 for the Golf Course Road Bridge Rehabilitation Project; and

That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 21, Regular Council meeting.

**e) Memo No. PW-009-2019 – Asset Management Policy**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo PW-009-2019; and

That Council directs staff to present By-law No. 2019-063 for Third and Final Reading at the May 21, Regular Council meeting.

**f) Administrative Report No. RS-011-2019 – Rotary Club of Temiskaming Shores and Area – Funding assistance towards Splash Pad Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-011-2019; and

That Council directs staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for their financial contribution towards the Splash Pad project in the amount of \$100,000 (\$10,000 per year) commencing in 2018 for consideration at the May 21, 2019 Regular Council meeting.

**g) Administrative Report No. RS-012-2019 – Gordon and Greyson Zubyck Memorial Fund – Funding assistance towards Splash Pad Project**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-012-2019; and

That Council directs staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Temiskaming Foundation – Gord and Greyson Zubyck Memorial Fund for their financial contribution towards the Splash Pad project in the amount of \$50,000 (\$5,000 per year) commencing in 2018 for consideration at the May 21, 2019 Regular Council meeting.

**h) Administrative Report No. CS-019-2019 – Lease Agreement – Haileybury Beach Concession**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-019-2019; and

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the use of the Haileybury Beach Concession Stand from June 28, 2019 to August 31, 2019 for consideration at the May 21, 2019 Regular Council meeting.

**i) Administrative Report No. CS-020-2019 – 2019 Tax Ratios**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-020-2019; and

That Council directs staff to prepare the necessary Tax Ratio and Tax Rate by-laws utilizing the Revenue Neutral Tax Ratios for 2019 for consideration at the May 21, 2019 Regular Council meeting.

**j) Administrative Report No. CS-021-2019 – Dymond Industrial Park Trees**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-021-2019; and

That Council directs staff to prepare the necessary by-law to enter into an agreement with Alex Welch Logging for the removal of trees from municipally

owned lots in and around the Dymond Industrial Park for consideration at the May 21, 2019 Regular Council meeting.

**k) Administrative Report No. CS-022-2019 – Zoning By-law Amendment No. ZBA-2019-01 – CGV Builders – Temiskaming Shores Seniors Housing Corporation – 310 Grant Drive**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-022-2019; and

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; and

That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 for consideration at the May 21 Regular Council meeting.

**l) Administrative Report No. CS-023-2019 – Animal Control and Pound Services Contract**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-023-2019; and

That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Ms. Roxanne St. Germain, operating as Temiskaming Area Animal Services, in the amount of \$71,500 plus applicable taxes per year for consideration at the May 21, 2019 Regular Council meeting.

**m) Administrative Report No. CS-024-2019 – Tax Arrears Certificate Extension Agreements**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-024-2019; and



That Council agrees to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 030 009 27400 (65 Cross Lake Road);

That Council agrees to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 030 009 33700 (413 Lakeview Avenue); and

That Council direct staff to prepare the necessary by-laws to enter into said agreements for Council's consideration at the May 21, 2019 Regular Council meeting.

**n) Administrative Report No. CS-025-2019 – Request for Quotation – Realtor Services for the Sale of Bucke Park**

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-025-2019; and

That Council directs staff to release RFQ-CS-001-2019 to secure Realtor Services for the disposition of Bucke Park.

**16. By-laws**

Draft Motion

Be it resolved that:

By-law No. 2019-080      Being a by-law to establish Tax Ratios for 2019

By-law No. 2019-081      Being a by-law to provide for the adoption of 2019 Tax Rates for municipal and school purposes and to further provide penalty and interest for payment in default

By-law No. 2019-082      Being a by-law to adopt a Recreation Non-Resident User Fee Policy for the City of Temiskaming Shores

- By-law No. 2019-083 Being a by-law to enter into an agreement with Miller Paving Limited for the rehabilitation of Golf Course Road Bridge
- By-law No. 2019-084 Being a by-law to enter into a funding agreement with the Temiskaming Shores and Area Rotary Club for the Splash Pad Project
- By-law No. 2019-085 Being a by-law to enter into a funding agreement with the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund for the Splash Pad Project
- By-law No. 2019-086 Being a by-law to enter into an agreement with the Josee and Marc Dupuis for the operation of the Haileybury Beach Concessions for the 2019 season
- By-law No. 2019-087 Being a by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C2) to High Density Residential (Temiskaming Shores Senior Housing Corporation)
- By-law No. 2019-088 Being a by-law to enter into an agreement with Alex Welch Logging to permit the Removal of Trees in and around the Dymond Industrial Park
- By-law No. 2019-090 Being a by-law to enter into a Tax Arrears Certificate Extension Agreement (Roll No. 5418 030 009 27400)
- By-law No. 2019-091 Being a by-law to enter into a Tax Arrears Certificate Extension Agreement (Roll No. 5418 030 009 33700)

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-063;

By-law No. 2019-080;

By-law No. 2019-081;

By-law No. 2019-082;

By-law No. 2019-083;

By-law No. 2019-084;

By-law No. 2019-085;

By-law No. 2019-086;

By-law No. 2019-087;

By-law No. 2019-088;

By-law No. 2019-090; and

By-law No. 2019-091

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

Draft Motion

Be it resolved that By-law No. 2019-089 being a by-law to execute an Agreement between the City of Temiskaming Shores and Ms. Roxanne St. Germain a/o Temiskaming Area Animal Services for the provision of Animal Control and Pound Services be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-089 being a by-law to execute an Agreement between the City of Temiskaming Shores and Ms. Roxanne St. Germain a/o Temiskaming Area Animal Services for the provision of Animal Control and Pound Services be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**17. Schedule of Council Meetings**

- a) Regular – Tuesday, June 4, 2019 at 6:00 p.m.
- b) Regular – Tuesday, June 18, 2019 at 6:00 p.m.

**18. Question and Answer Period**

**19. Closed Session**

*Draft Motion*

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

- a) **Adoption of the April 2, 2019 – Closed Session Minutes**
- b) **Adoption of the April 16, 2019 – Closed Session Minutes**
- c) **Adoption of the May 7, 2019 – Closed Session Minutes**
- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Update by Pay Equity Consultant;**

*Draft Motion*

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

**20. Confirming By-law**

*Draft Motion*

Be it resolved that By-law No. 2019-092 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 **May 14, 2019** and its Regular meeting held on **May 21, 2019** be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-092 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, May 7, 2019  
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, Doug Jelly, Jeff Laferriere and Mike McArthur

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

Regrets: Councillor Danny Whalen

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

Members of the Public Present: 10

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

**Deletions:**

**Under Item 15 – New Business delete:**

- j) 2018 Year-end Financial Report

4. **Approval of Agenda**

*Resolution No. 2019-265*

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

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

Councillor Foley disclosed a pecuniary interest in regards to Item 19 a) Under Section 239 (2) (B) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart

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

*Resolution No. 2019-266*

Moved by: Councillor McArthur

Seconded by: Councillor Hewitt

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

- a) Regular meeting of Council – April 16, 2019

**Carried**

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

*7.1. Application to Clear Land – Dymond Industrial Park*

**Owner:** City of Temiskaming Shores

**Subject Land:** Municipally owned lands within the Dymond Industrial Park

**Purpose:** To consider an application to cut marketable trees within the Dymond Industrial Park.

Mayor Kidd stated that the public meeting scheduled tonight is to review the requirements for proposals to clear trees from municipal land and is being held before Council decides whether to enter into an agreement for the proposed work.

The public meeting serves two purposes: first, to present to Council and the public the details and background to the proposed work 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 and ask Municipal Clerk, Dave Treen to provide the background and details to the proposed work.

Municipal Clerk, Dave Treen utilizing a slide deck outlined that the Protection to Persons and Property (PPP) met on April 16, 2019 and on May 7, 2019 (earlier this afternoon) and discussed the potential removal of trees from municipal property in and around the Dymond Industrial Park.

Using an aerial photograph, the general areas proposed to be harvested were shown. The requirements that will be sought from potential contracts included the following:

- Cut all trees within identified areas;
- Description of work process;
- Description of end product (i.e. trees taken off site, trees left on site – where, size and location of slash piles, etc.);
- Outline proposed timeframe;
- Verification of WSIB Clearance Certificate as well as liability insurance with the City as co-insured.

Mr. Treen indicated that depending on comments received at this meeting contractors would be invited to submit proposals. Subsequently staff would evaluate proposals and prepare a recommendation for Council consideration.

Mayor Kidd thanked Dave for the presentation and inquired if there were any questions or comments from members of the public.

### ***Dan Dawson***

Dan was concerned that if the lots were cleared and not sold in the immediate future there would be an issue with excess runoff in the spring. Also concerned with high winds across the highway and soil erosion. Dan is of the opinion that the city is better off leaving them.

Mayor Kidd responded that the MTO does have a buffer zone from the highway right within which no trees can be removed and that rather than clearing one lot at a time it would be more efficient to have them all cut at the same time.

Mayor Kidd inquired if there were any questions or comments from Council. Councillor Hewitt inquired as to how this matter came about, is the City seeking proposals or did the



lumber industry approach us. Mayor Kidd indicated that the PPP, in essence, is declaring the lumber in the Industrial Park surplus to the City's needs and will be asking contractors to submit proposals – there is no value to the City and is not expecting contractors to seek any monetary return for the work. There will be some value to those that remove the trees, but not a whole lot. Once cleared it would save perspective buyers time and money trying to clear those lands.

With no further comments Mayor Kidd declared this portion of the public meeting to be closed and advise that Council will give due consideration to all comments received tonight.

## **8. Question and Answer Period**

None

## **9. Presentations / Delegations**

- a) Rob Keen & Scott Jackson – Forests Ontario / Forest Recovery Canada

**Re:** It Takes a Forest presentation

Rob Keen, CEO with Forests Ontario utilizing a Slide Deck made presentation to Council entitled "It Takes a Forest". Rob indicated that Forest Ontario is a not-for-profit charity and has three main pillars, Tree Planting & Maintenance, Forest Education and Community Engagement.

The Forestry sector has done a poor job in educating the public about forestry industry

Rob indicated that much of Canada was settled because of the logging industry where even today there are six generation forestry operations and mills – much of the local economy is still dependant on the forest and their forest products. These vast tracks of forests were once considered as endless.

Ontario ranked as one of the best managed forest regions in the world. Canada has 161 million hectares of certified forests, 38% of the world's certified forests. The challenge is that the forestry sector has not promoted itself over the years and this has allowed a lot of disinformation against the forestry industry.

There is a significant challenge with the whole forestry industry with getting youth involved in this sector. There are currently hundreds of forestry position available with a lack of skilled people to fill them.

Forests Ontario in 2016 launched a marketing program entitled “#ItTakesAForest” with a goal to provide the public with unbiased, fact-based information on Ontario’s forest sector and the role of our forests as one of the province’s most sustainable resources. There have been over 100 presentations across Ontario, Supporter Groups, installation of 13 billboards, social media (twitter, facebook), videos, banners, etc.

Forest Ontario would like more public engagements, willing to provide resources and tools to share message on social media, create an online portal. We can no longer ignore the need to enhance the awareness of the importance of our forests to our society, economy and our own health. Ontario’s forests are some of the best managed forests in Canada, North America and maybe the world.

Rob indicated that Forest Ontario is seeking support from the City of Temiskaming Shores in the way of a motion to support It Takes A Forest, erect a billboard, assign Ambassadors and assist in coordinating the messaging.

Mayor Kidd thanked Rob for the presentation.

Resolution No. 2019-267

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council acknowledges the presentation from Rob Keen in regards to “It Takes a Forest” presentation.

**Carried**

**10. Communications**

a) Annilene McRobb, Deputy Clerk – Town of Minto

**Re:** Request for Support – Potential OMPF Funding reduction

**Reference:** Received for Information

***Councillor Doug Jelly requested that item 10 a) be brought back for Council’s consideration at the May 21, 2019 Regular Council meeting.***

b) Mathew Wilson, Senior Advisor – Association of Municipalities Ontario

**Re:** AMO Update – Animal Cruelty Enforcement changes

**Reference:** Received for information

***Councillor Doug Jelly requested that item 10 b) be referred to the Police Services Board and the PPP Committee for consideration.***

c) Leticia Avanse - LandSquared

**Re:** Public Notice – Proposed 70 m Self-Support Telecommunications Tower (Drive-In-Theatre Road)

**Reference:** Received for information

d) Alex Regele, Clerk-Treasurer – Township of Hilliard

**Re:** Resolution – ETRAA and TRACC

**Reference:** Received for information

e) Brian Smith, President – Englehart & District Agricultural Society

**Re:** Financial Support – 110<sup>th</sup> annual Fall Fair

**Reference:** Received for information

f) Karyne Labonté, Principal – Ecole catholique Ste-Croix

**Re:** Financial Support – Graduation

**Reference:** Received for information

g) Carman Kidd, President – Earlton-Timiskaming Regional Airport Authority

**Re:** Drag n Fly event

**Reference:** Received for information

h) Honourable Rod Phillips, Minister of the Environment, Conservation and Parks

**Re:** Notice of Approval – City of Temiskaming Shores New Waste Management Capacity Environmental Assessment (N.L. Landfill)

**Reference:** Referred to Technical & Environmental Compliance Coordinator

i) Derek Mundle, Reeve – Township of Ewanturel

**Re:** Ontario Northland Transportation Commission vs. Township of Ewanturel

**Reference:** Received for information

j) The Honourable Steve Clark, Minister of Municipal Affairs and Housing

**Re:** *More Homes, More Choice* Action Plan

**Reference:** Received for information

Resolution No. 2019-268

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

**Carried**

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

None.

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

Resolution No. 2019-269

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

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

a) Minutes of the Recreation Services Committee meeting held on March 11, 2019.

**Carried**

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

Councillor Jelly reported on the following:

- **DTSSAB:** Notified that that portion of the budget allocated to children's programs has been cut from 10% to 5% by the Province and the subsidy to offset mandatory wage increases for daycares has been cancelled and been put back on the shoulders of DTSSAB. It has also been announced that land ambulance funding will be frozen to the 2018/19 rates. These costs will eventually trickle down to the municipalities and the taxpayers.
- **Road Closure:** The intersection of Armstrong Street at Paget Street will be closed down during the week of May 13<sup>th</sup> to accommodate the upgrading of infrastructure (watermains). Ask that all be patient as this work is completed.

Mayor Kidd reported on the following:

- **Health Units:** The Province is looking at the reduction of Health Units from 35 down to 10. In all likelihood the five units in Northeastern Ontario would be reduced down to 1. There are also a number of programs that are 100% funded by the Ministry of Health and Long-Term Care and it is forecasted that within the next 3 years municipalities will be picking up 33% of those 100% funding programs which will impact all municipalities.

Councillor Laferriere suggested that perhaps the City Manager could obtain an understanding of the overall impact to all the funding reduction announcements and prepare a resolution outlining the impacts which could be circulated to other municipalities for support.

### 14. **Notice of Motions**

None.

### 15. **New Business**

#### a) **Support – Hydro delivery Rates**

Resolution No. 2019-270

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas hydro is essential for all individuals and the cost to receive hydro should not be so excessive that individuals cannot afford it; and

Whereas the cost for service delivery for hydro should be affordable to all individuals; and

Whereas the Township of Tudor and Cashel has received invoicing with 46% to 56% of the total cost relating to the service delivery fee.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Township of Tudor and Cashel and hereby petitions Hydro One and the Ontario Energy Board to review its plans regarding delivery service to ensure that the cost of service delivery is fair to everyone; and

Furthermore, that a copy of this resolution be circulated to Hydro One, Ontario Energy Board, Premier Doug Ford and Timiskaming-Cochrane MPP, John Vanthof.

**Carried**

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

Resolution No. 2019-271

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

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

Whereas the theme of the 2019 Victims and Survivors of Crime Awareness Week is ***The Power of Collaboration***; and

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

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby proclaims May 26<sup>th</sup> to June 1<sup>st</sup>, 2019 as ***“Victims and Survivors of Crime Awareness Week”*** in the City of Temiskaming Shores.

**Carried**

**c) Funding Cuts to Ontario Library Service North and the Southern Ontario Library Service**

Resolution No. 2019-272

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

Whereas public libraries provide safe, inclusive, and vibrant community spaces where everyone is welcome to learn, work, connect, and have fun; and

Whereas the Temiskaming Shores Public Library actively partners with the community to deliver valued services and contribute to a culture of social good by sharing knowledge and resources; and

Whereas the Temiskaming Shores Public Library continues to deliver services that support provincial initiatives such as lifelong learning and skill development, local economic development, health literacy, and provides equitable access to government websites and services; and

Whereas the Temiskaming Shores Public Library continues to manage public resources with the utmost care and are committed to the sustainability of their services; and

Whereas the Temiskaming Shores Public Library requests that the City of Temiskaming Shores Council urge the Province of Ontario to recognize the importance of services provided by Ontario Library Service – North and the Southern Ontario Library Service including the administration of bulk purchasing agreements, technology consultation, strategic planning and policy development consultation, the provincial Interlibrary Loan system, board and staff training opportunities, collection development support, support for First Nations libraries and the administration of the Joint Automation Server Initiative; and

Whereas the Temiskaming Shores Public Library requests that the City of Temiskaming Shores Council urge the Province of Ontario to restore funding to Ontario Library Service – North in recognition of the unfair and disproportionate impact of these cuts on Northern Ontario public libraries.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the Temiskaming Shores Public Library's request for the Government of Ontario to restore funding to Ontario Library Service-North; and

Be it further resolved that the City of Temiskaming Shores hereby petitions the Province of Ontario to support sustainable long-term funding for Ontario's Public Libraries; and

Further that a copy of this resolution be sent to the Office of the Premier; the Minister of Tourism, Culture, and Sport; the Minister of Municipal Affairs and Housing; John Vanthof, MPP for Timiskaming-Cochrane; the Association of Municipalities Ontario; the Ontario Library Association; and the Federation of Ontario Public Libraries.

**Carried**

**d) Memo No. 011-2019-RS – Request – Haileybury Heritage Museum - Auction**

Resolution No. 2019-273

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 011-2019-RS; and

That Council hereby approves the donation of a one-year fitness membership from the Pool Fitness Centre to the Haileybury Heritage Museum for their June 2, 2019 live auction as well as the use of 30 rectangular tables picked up and returned by the organizing committee.

**Carried**

**e) Administrative Report No. PW-010-2019 – Investing in Canada Infrastructure Program – Funding Application – Replacement of Roy’s Bridge (Uno Park Road)**

Resolution No. 2019-274

Moved by: Councillor Jelly

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-010-2019 regarding the reconstruction of the Uno Park Road Bridge (known locally as “Roy’s Bridge”);

That Council acknowledges that road services and repairs of Uno Park Road is a shared responsibility with the Corporation of the Township of Harley through By-law No. 2015-120;

That Council considers that, through the development of the Asset Management Plan, the existing structure located on Uno Park Road, being a boundary road between Temiskaming Shores and Harley Township, will be confirmed as a significant priority for the City of Temiskaming Shores; and

That Council directs staff to work with the Township of Harley to finalize and submit an Application, complete with all applicable documentation, to the Investing in Canada Infrastructure Program (ICIP); Rural and Northern Communities Funding Stream for the replacement of “Roy’s Bridge” prior to the May 14, 2019 deadline.

**Carried**



**f) Administrative Report No. PW-014-2019 – Supply and Application of Liquid Calcium Chloride**

Resolution No. 2019-275

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-014-2019; and

That Council directs staff to prepare the necessary by-law and agreement with *Pollard Distribution Inc.* for the 2019 *Supply and Application of Liquid Calcium Chloride* at a rate of \$0.305/litre for consideration at the May 7, 2019 Regular Council meeting.

**Carried**

**g) Administrative Report No. PW-015-2019 – Engineering Services - Phase 2 & 3 Dymond Water Linking Project**

Resolution No. 2019-276

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. PW-015-2019, more specifically Appendix 01 – EXP Quotation Letter;

That as outlined in By-law No. 2017-015, *Procurement Policy, Section 10*, Council hereby waives the tendering process based on Appendix 02 – Single Source Justification; and

That Council directs Staff to issue a Purchase Order to EXP for engineering services related to the Design of Phase 2 & 3 of the Dymond Water Linking Project in the amount \$ 56,431 plus applicable taxes.

**Carried**

**h) Administrative Report No. CS-017-2019 – New Liskeard Lions Club – Quonset Hut lease agreement**

Resolution No. 2019-277

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-017-2019;

That Council directs staff to repeal By-law No. 2014-036, lease agreement with the Bikers Reunion Committee for a portion of a Quonset Hut as well as By-law No. 2014-037, lease agreement with New Liskeard Lions Club for the remaining portion of the Quonset Hut; and

That Council directs staff to prepare the necessary by-law to enter into a five (5) year lease agreement with the New Liskeard Lions Club for the use of the entire storage space at the Quonset Hut located on May Street.

**Carried**

**i) Administrative Report No. CS-018-2019 – 2020 CIM Convention**

Resolution No. 2019-278

Moved by: Councillor Laferriere

Seconded by: Councillor Hewitt

That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-018-2019; and

That Council directs staff to apply for funding support from Fed Nor to enable the City to lead the Northern Ontario Mining Showcase at the Canadian Institute of Mining, Metallurgy and Petroleum (CIM) Convention from May 3 – 6, 2020.

**Carried**

**16. By-laws**

Resolution No. 2019-279

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-065 Being a by-law to enter into a three (3) year agreement with Grant Fuels Inc. for the supply of Petroleum Fuels for the City of Temiskaming Shores

By-law No. 2019-071 Being a by-law to enter into a Purchase Agreement with Nortrax Canada Inc. (Stoney Creek) for the purchase of a used Grader

By-law No. 2019-072 Being a by-law to authorize certain new capital works of The Corporation of the City of Temiskaming Shores (the “municipality”); to authorize the submission of an application to Ontario Infrastructure and Lands Corporation (“OILC”) for financing such capital works; to authorize temporary borrowing from OILC to meet expenditures in connection with such works; and to authorize long term borrowing for such works through the issue of debentures to OILC

By-law No. 2019-073 Being a by-law to enter into an agreement with Pollard Distribution Inc. for the Supply and Application of Liquid Dust Suppressant at various locations within the City of Temiskaming Shores

By-law No. 2019-074 Being a by-law to enter into a Purchase Agreement with Winslow Gerolamy Motors for the purchase of a Plow Truck

By-law No. 2019-075 Being a by-law to enter into a lease agreement with the New Liskeard Lion’s Club for cold storage space within Quonset Hut on May Street

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-280

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that

By-law No. 2019-065;

By-law No. 2019-071;

By-law No. 2019-072;

By-law No. 2019-073;

By-law No. 2019-074; and

By-law No. 2019-075

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) Special – Tuesday, May 14, 2019 at 6:00 p.m.
- b) Regular – Tuesday, May 21, 2019 at 6:00 p.m.
- c) Regular – Tuesday, June 4, 2019 at 6:00 p.m.

**18. Question and Answer Period**

***Dan Dawson***

The situation of Fish Huts at the New Liskeard Marina is worse than last year and is wondering if by-law enforcement could have the 36 huts removed. Boat trailers during the summer are charged a fee; however fish huts that are left over a month have no charges applied.

It was noted that efforts have already been initiated to have the huts removed.

**19. Closed Session**

***Resolution No. 2019-281***

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

Be it resolved that Council agrees to convene in Closed Session at 7:10 p.m. to discuss the following matters:

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart**

**Carried**

Resolution No. 2019-282

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Be it resolved that Council agrees to rise with report from Closed Session at 7:28 p.m.

**Carried**

**Matters from Closed Session:**

- a) **Under Section 239 (2) (b) of the Municipal Act, 2001 – Personal matter about an identifiable individual – Organizational Chart**

***Councillor Foley disclosed a pecuniary interest with this item and left the Council meeting prior to Closed Session and therefore did not participate in the discussion of the subject matter nor did he vote on Resolution No. 2019-283.***

Resolution No. 2019-283

Moved by: Councillor Jelly  
Seconded by: Councillor Laferriere

Be it resolved that By-law No. 2019-076 being a by-law to establish an Organizational Chart for the City of Temiskaming Shores be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-284

Moved by: Councillor Laferriere  
Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-076 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**20. Confirming By-law**

Resolution No. 2019-285

Moved by: Councillor Laferriere  
Seconded by: Councillor McArthur

Be it resolved that By-law No. 2019-077 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its

Regular meeting held on **May 7, 2019** be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-286

Moved by: Councillor Hewitt

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-077 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

**Carried**

**21. Adjournment**

Resolution No. 2019-287

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 7:30 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, May 14, 2019  
6:00 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 6:00 p.m.

**2. Roll Call**

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

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

Regrets: Councillors Jesse Foley, Jeff Laferriere and Patricia Hewitt

Media: Diane Johnston, Temiskaming Speaker

Members of the Public Present: 6

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

None

**4. Approval of Agenda**

*Resolution No. 2019-288*

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

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

**Carried**

**5. Declaration of Special Council Meeting**

*Resolution No. 2019-289*

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

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

**Carried**

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

None

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

*7.1. Zoning By-law Amendment (ZBA-2019-01)*

**Owner:** Temiskaming Shores Seniors Housing Corporation

**Subject Land:** 310 Grant Drive

**Purpose:** Site specific amendment to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the development of a 68-unit seniors housing complex

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



Mayor Kidd indicated that 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 No. ZBA-2019-01, applicant, CGV Builders, owner is Temiskaming Shores Seniors Housing Corporation and the subject property located at 310 Grant Drive. Mayor Kidd stated that the purpose of the application is to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the construction of a 68-unit seniors housing complex.

Mayor Kidd requested that Planner Jennifer Pye present the application.

Planner Jennifer Pye, using a slide deck, indicated that the application is a site-specific amendment to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the development of a 68-unit seniors housing complex. Using aerials, photos and CGIS mapping Jennifer describe the physical location and condition of the subject property.

The current Official Plan designation is Mixed Use Areas which may include residential uses appropriately zoned. The current zoning is Highway Commercial (C2) which does not permit multi-unit residential thus the zoning application. The proposed zoning is High Density Residential (R4) to permit the construction of a 68-unit seniors housing development consisting of a single storey, mix of affordable and market units, accessible units and on-site parking.

Jennifer provided a site plan illustrating the layout of the facility as well as the setbacks and the proposal to re-route the large diameter drainage culvert across the property. It was noted that a survey was conducted in response to MNRF requirements and there were no Bobolink's identified on site. Separate stormwater drainage to be provided on-site with details addressed through the required Site Plan Control Agreement.

Jennifer indicated that the City has identified the need to upgrade the water infrastructure in this area to ensure sufficient pressure is available for the residents of the subdivision to the north and to other developments in the area, existing and proposed. Council has granted approval for the engineering/design work for this upgrade in the 2019 budget.

The Ministry of Transportation Ontario (MTO) and have indicated that the traffic brief is deemed acceptable. An MTO building/land use permit is required prior to the construction for any proposed buildings located within a 395 m radius of Highway 11/Drive in Theatre Road Intersection. MTO Sign permit(s) are required for the placement of any signs within 400 m of the limit of the highway. Prior to the issuance of MTO permits a Stormwater Management plan/report is required for MTO review

and approval. The report must detail pre and post development flows and any implications for the highway drainage system.

Mayor Kidd thanked Jennifer for the presentation and outlined that he sits on the Board of Directors for the Temiskaming Shores Seniors Housing Corporation and that they will be operating as a non-profit organization completely separate from the City. Board will be scheduling a public meeting within the next couple of months for informational purposes for those interested in residing at the location followed by an application process.

Mayor Kidd inquired if there were any questions or comments from members of the public.

***Gilbert Breault***

Gilbert has no objections to the development, however wants to ensure that there is proper drainage and does the proposed project abut to his property. It was noted to Gilbert that the subject property abuts his property and there is a setback from the property line to the edge of the building of 26.38 m. There is to be a swale ditch along the north lot line as well.

Gilbert inquired if the condition of Drive-in Theatre Road would be improved.

Mayor Kidd indicated that subsequent to this project and the proposed Temiskaming Lodge facility the intention is to repave Drive-In Theatre Road from Highway 11 to St. Joseph's Court and surface treatment to Peter's Road.

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 advise that Council will give due consideration to all comments received tonight and an administrative report will be considered by Council at a future Council meeting.

**8. New Business**

**a) Memo No. 008-2019-PW – Assumption of Primary Services and Roadway (Rivard Court) – Beach Gardens Development**

Resolution No. 2019-290

Moved by: Councillor Whalen

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Memo No. 008-2019-PW;

That Council hereby directs staff to prepare the necessary to assume the Primary Services for the Beach Gardens Development for consideration at the May 14, 2019 Special Council meeting; and

That Council hereby directs staff to prepare the necessary by-law for the assumption of a Highway for public use within the City of Temiskaming Shores – Rivard Court for consideration at the May 14, 2019 Special Council meeting.

**Carried**

**b) Administrative Report No. RS-010-2019 – Recreation Non-Resident User Fee Policy**

Resolution No. 2019-291

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. RS-010-2019; and

That Council hereby directs staff to prepare the necessary by-law for the adoption of a Recreation Non-Resident User Fee Policy for consideration at the May 21, 2019 Regular Council meeting.

**Carried**

**9. By-laws**

Resolution No. 2019-292

Moved by: Councillor Whalen

Seconded by: Councillor Jelly

Be it resolved that:

By-law No. 2019-078 Being a by-law for the Assumption of Municipal Services for the Beach Gardens Development

By-law No. 2019-079 Being a by-law for the assumption of a Highway for public use within the City of Temiskaming Shores – Rivard Court

be hereby introduced and given first and second reading.

**Carried**

Resolution No. 2019-293

Moved by: Councillor McArthur

Seconded by: Councillor Whalen

Be it resolved that

By-law No. 2019-078; and

By-law No. 2019-079;

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

**Carried**

**10. Adjournment**

Resolution No. 2019-294

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that City Council adjourns at 6:17 p.m.

**Carried**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

325 Farr Drive  
P.O. Box 2050  
Haileybury, Ontario POJ 1K0



Tel: (705) 672-3363  
Fax: (705) 672-2911  
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Monday May 6, 2019

Mayor Carman Kidd & Council  
City of Temiskaming Shores  
P.O. Box 2050  
Haileybury, Ontario  
POJ 1K0

**RE: CITY OF TEMISKAMING SHORES BIKE MONTH**

Dear Mayor Kidd & Council;

Your Bicycle Friendly Community Committee is gearing up for another great cycling season. As you are aware, the City of Temiskaming Shores was awarded the Bicycle Friendly Community Bronze Level Award in 2017 and we are working on making it a silver!

We started celebrating with Bike Week in June of 2016 and have expanded to Bike Month in 2017/2018 and are making plans for 2019! We will be encouraging our youth to cycle to school and hosting a Bike Fair and Bike Exchange on June 1<sup>st</sup>, Bike Maintenance workshops, CanBike courses and had a variety of community rides for all ages and abilities.

We hope you will join in our excitement and consider proclaiming June as "Bike Month in Temiskaming Shores" and assist us with a kick-off Ride with Mayor and Council on Tuesday June 4<sup>th</sup> at 5:00 pm prior to the regular Council meeting.

On behalf of the Bicycle Friendly Community Committee I thank you for your consideration of this request.

Sincerely,

Bicycle Friendly Community Committee  
City of Temiskaming Shores

**Ministry of  
Municipal Affairs  
and Housing**

Office of the Minister

777 Bay Street, 17<sup>th</sup> Floor  
Toronto ON M5G 2E5  
Tel.: 416 585-7000  
Fax: 416 585-6470

**Ministère des  
Affaires municipales  
et du Logement**

Bureau du ministre

777, rue Bay, 17<sup>e</sup> étage  
Toronto ON M5G 2E5  
Tél. : 416 585-7000  
Télééc. : 416 585-6470



May 2, 2019

Dear Head of Council:

Ontario's Government for the People is committed to building more housing and bringing down costs for the people of Ontario. To help fulfill this commitment, we have developed a broad-based action plan to address the barriers getting in the way of new ownership and rental housing.

[More Homes, More Choice](#) (the action plan) outlines our government's plan to tackle Ontario's housing crisis, while encouraging our partners to do their part. We are taking steps to make it faster and easier for municipalities, non-profits and private firms to build the right types of housing in the right places, to meet the needs of people in every part of Ontario.

As part of the action plan, we are proposing changes that would streamline the complex development approvals process to remove unnecessary duplication and barriers, while making costs and timelines more predictable. We are also proposing changes that would make it easier to build certain types of priority housing such as second units.

On May 2, 2019, the government introduced Bill 108 (the bill), the proposed More Homes, More Choice Act, 2019, in the Ontario Legislature. While the bill contains initiatives from various ministries, I would like to share some details regarding initiatives led by the Ministry of Municipal Affairs and Housing.

### **Planning Act**

Schedule 12 of the bill proposes changes to the Planning Act that would help make the planning system more efficient and effective, increase housing supply in Ontario, and streamline planning approvals.

If passed, the proposed changes would:

- Streamline development approvals processes and facilitate faster decisions
- Increase the certainty and predictability of the planning system
- Support a range and mix of housing options, and boost housing supply
- Make charges for community benefits more predictable
- Make other complementary amendments to implement the proposed reforms, including how the proposed changes would affect planning matters that are in-process

Amendments to the Planning Act are also proposed to address concerns about the land use planning appeal system. Proposed changes would broaden the Local Planning Appeal Tribunal's jurisdiction over major land use planning matters (e.g., official plan amendments and zoning by-law amendments) and give the Tribunal the authority to make a final determination on appeals of these matters. The Ministry of the Attorney General is also proposing changes to the Local Planning Appeal Tribunal Act, 2017 to complement these changes (see Schedule 9 of the bill).

### **Development Charges Act**

Schedule 3 of the bill proposes changes to the Development Charges Act that would make housing more attainable by reducing costs to build certain types of housing and would increase the certainty of costs to improve the likelihood of developers proceeding with cost sensitive projects, such as rental housing

If passed, the proposed changes would:

- Make it easier for municipalities to recover costs for waste diversion
- Increase the certainty of development costs in specific circumstances and for certain types of developments
- Make housing more attainable by reducing costs to build certain types of homes, and
- Make other complementary amendments to implement the proposed reforms

### **Further consultation on the Planning Act and Development Charges Act**

We are interested in receiving any comments you may have on the proposed changes to the Planning Act and the Development Charges Act. Comments on these proposed measures can be made through the [Environmental Registry of Ontario](#) as follows:

- Planning Act: posting number 019-0016;
- Development Charges Act: posting number 019-0017.

The Environmental Registry postings provide additional details regarding the proposed changes.

### **A Place to Grow: Growth Plan for the Greater Golden Horseshoe**

[A Place to Grow: Growth Plan for the Greater Golden Horseshoe](#) is an important part of the action plan that addresses the needs of the growing population, the diversity of the region and its people, and the local priorities. With A Place to Grow, we will make it faster and easier to build housing so that the growing number of people who live and work in the Greater Golden Horseshoe can find a home.

We recognize that different parts of Ontario need different solutions, including Northern and rural Ontario. While the Growth Plan for Northern Ontario continues to guide long-term economic growth in the North, our government is taking steps right now to support this growth by reducing red tape and burdens in Ontario's Northern and rural communities with **More Homes, More Choice**.

Taken together, the actions outlined in **More Homes, More Choice** - including the proposed changes detailed above - will make it easier to build the right types of housing in the right places,

make housing more affordable and help taxpayers keep more of their hard-earned dollars. Building more housing will make the province more attractive for employers and investors, proving that Ontario is truly Open for Business.

This action plan is complemented by our recently announced [Community Housing Renewal Strategy](#), which will help sustain, repair and grow our community housing system. Together these two plans will ensure that all Ontarians can find a home that meets their needs.

At the same time, **More Homes, More Choice** underscores our commitment to maintain Ontario's vibrant agricultural sector and employment lands, protect sensitive areas like the Greenbelt, and preserve cultural heritage. Our plan will ensure that every community can build in response to local interests and demand while accommodating diverse needs.

Our government recognizes the key role that municipalities will play in implementing the action plan, and we know that you share our desire to bring more housing to the people of Ontario. I look forward to working with you as we implement **More Homes, More Choice**.

Sincerely,



Steve Clark  
Minister





Mayor Carmen Kidd  
The City of Temiskaming Shores  
672-3363 ext. 4103  
325 Farr Drive PO Box 2050  
Haileybury ON P0J 1K0

May 7, 2019 – emailed [ckidd@temiskamingshores.com](mailto:ckidd@temiskamingshores.com)

Dear Mayor Kidd:

RE: World Elder Abuse Awareness Day 2019

We would like to take this time to thank you and Town Council for the participation and support of World Elder Abuse Awareness Day, each year. Once again, we ask that you complete the attached proclamation for National World Elder Abuse Awareness Day June 15, 2019. When signed, this proclamation will recognize council's support for our planned activities for Temiskaming Shores and area, and for the prevention of elder abuse strategies throughout the year. We cordially invite you and your staff to attend this year's annual Spring Fling event which will be held **June 19<sup>th</sup>** at Riverside Place in New Liskeard.

The Timiskaming Elder Abuse Task Force meets regularly to discuss and plan various activities that will help to fulfill our mandate. Membership is open to interested persons and service providers throughout the district.

The goals of the TEATF includes the planning of activities which will promote recognition and awareness for the prevention of elder abuse through education, and resource materials; and to provide resources, education and referral for seniors.

The **Spring Fling 2019** will feature information, education and entertainment. We are encouraging seniors across the District in each of the three central locations to attend this event in their area, and to learn more about the resources and services available to them within the community.

We would be quite pleased if you would support us by signing the attached proclamation regarding **World Elder Abuse Awareness Day 2019**. If you have any questions please do not hesitate to call. We look forward to receiving your signed proclamation, which can be emailed directly to me **by June 5<sup>th</sup>** please. Thank you

Sincerely,

A handwritten signature in cursive script that reads "Betty Smallwood".

Betty Smallwood  
On behalf of Timiskaming Elder Abuse Task Force

**Palliative Care Program Coordinator**  
Timiskaming Hospice Palliative Care  
Kirkland & District Hospital  
145 Government Road East  
Kirkland Lake, ON P2N 3P4  
Tel: 705.568.2135 Fax: 705.568.2160  
Email: [bsmallwood@kdhospital.com](mailto:bsmallwood@kdhospital.com)

**1.0 CALL TO ORDER**

The meeting was called to order at 4:46 p.m.

**2.0 ROLL CALL**

PRESENT:	Mayor Carman Kidd; Councillor Jesse Foley; Tammie Caldwell - Director of Recreation; Jeff Thompson – Superintendent of Community Programming; Amanda Mongeon; Chuck Durrant;
REGRETS:	Linda St. Cyr;

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

Tammie Caldwell requested that under Section 9 New Business that the following items be added:

- v) Bollards
- vi) Ontario Bike Summit

Amanda Mongeon requested that under Section 9.0 New Business that the following item be added:

- vii) Public Health Update

**4.0 APPROVAL OF AGENDA**

**Recommendation BFCC-2019-001**

Moved by: **Amanda Mongeon**

Seconded by: **Chuck Durrant**

Be it recommended that the Bicycle Friendly Community Committee agenda for the January 21<sup>st</sup>, 2019 meeting be approved as amended.

**CARRIED**

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

- There was no disclosure of pecuniary interest and general nature

## **6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

### **Recommendation BFCC-2019-002**

MOVED BY: Carman Kidd

SECONDED BY: Amanda Mongeon

Be it recommended that the minutes of the Bicycle Friendly Community Committee of September 10, 2018 be adopted as presented.

**CARRIED**

## **7.0 DELEGATIONS / PUBLIC PRESENTATIONS**

There were no delegations/public presentations.

## **8.0 UNFINISHED BUSINESS**

- STATO Extension to base of Wabi Bridge – Carman will contact Yves Gauthier

## **9.0 NEW BUSINESS**

### ***i) Terms of Reference***

Tammie welcomed new member Chuck Durrant to the Committee, the Committee Terms of Reference were distributed and reviewed.

### ***ii) Work Plan 2019***

Amanda reviewed the work plan with the committee and priorities for 2019 have been determined:

#### **Engineering:**

- A presentation will be made to Council in February to incorporate sharrows on the Wabi Bridge and the introduction of the wayfinding strategy
- Curb cut required at Murray Street and at the mall intersection
- Chuck mentioned that the BIA is looking at a bike parking station in the parking area behind Giant Tiger with a partnership with the TDSS welding crew
- Sue Hall is also looking for funding for Bike Maintenance Stations (possible location beside the NL Library where the original Tree of Life was located)

### Education

- Active School Grant Program is open and the THU has submitted a proposal for \$50,000 in partnership with DSB1 to hire a coordinator to promote active travel
- The THU has created and are distributing educational materials in both official languages to retailers in the municipality as well as parents about sharing the road with cyclists and encouraging kids to get to school actively.

### Evaluation and Planning

- Create an Active Transportation Plan Steering Committee,
- The THU will start researching examples of processes for creating and examples of completed active travel master plans
- Collect data on number's using the active travel system

#### **iii) Teleconference with Justin Jones – Visit in Spring**

The Committee agreed to move forward with identifying roads and infrastructure and then have Justin look over the recommendations if required.

#### **iv) Mapping Project**

Linda will present an update at the next meeting.

#### **v) Bollards**

Tammie reported that in the fall, Miller's had made a donation of 370 bollards to the municipality for the STATO Trail. They are yellow in colour and not exactly like the current ones but are larger than the white ones. Staff will coordinate the bollards using the majority from the donation from Miller's and the larger yellow ones in the areas where they are often knocked off. The BFCC will have to purchase the inserts which are approximately \$20 each. The Committee will acknowledge the donation when the trail opens in the spring.

#### **vi) Ontario Bike Summit 2019**

The Ontario Bike Summit will take place in Toronto April 1<sup>st</sup> and 2<sup>nd</sup>. The municipality has sent a representative to the Summit for the past two years and

it has been of great benefit to the Committee, it is recommended that a representative attend again this year.

**vii) Public Health Update – Amanda Mongeon**

Amanda reported that a new Share the Road billboard will be going up. Tammie will check into the agreement for the sign at Algonquin Beach Park and get back to the Committee.

The THU is planning for the CANBIKE courses, there are a number of instructors already trained and available to conduct courses in the area. Susan Hall is working on the bike swap and looking for an area to store bikes – Tammie will check into the storage area at the Riding Ring that is shared with the Lions Club.

The THU has developed a Pedestrian Friendly Campaign that is currently being run in partnership with the municipality.

Sue Hall on behalf of the THU is looking for a space to be a bike hub for the community.

**10.0 SCHEDULE OF MEETINGS**

- February 7<sup>th</sup>, 2019 – Wayfinding - St. Cyr and Associates
- February 25<sup>th</sup>, 2019 – Bike Month Plans

**11.0 CLOSED SESSION**

- None

**12.0 ADJOURNMENT**

**Recommendation BFCC-2019-003**

Moved by: **Amanda Mongeon**

Be it recommended that:

1. The Bicycle Friendly Community Committee meeting be adjourned at 6:20 p.m.

**CARRIED**

  
\_\_\_\_\_  
Committee Chair



Recorder

**1.0 CALL TO ORDER**

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

**2.0 ROLL CALL**

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

**3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA**

There were no revisions or deletions to the agenda.

**4.0 APPROVAL OF AGENDA**

**Recommendation RS-2018-024**

**Moved by:** Dan Lavigne

**Seconded by:** Chuck Durrant

Be it recommended that the Recreation Services Committee Agenda for the April 8, 2019 meeting be approved as amended.

**CARRIED**

**5.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

There was no disclosure of pecuniary interest and general nature

**6.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES**

**Recommendation RS-2019-025**

**Moved by:** Carman Kidd

**Seconded by:** Dan Lavigne

That the minutes of the Recreation Services Committee of March 11, 2019 be adopted as presented.

**CARRIED**

**7.0 DELEGATIONS / PUBLIC PRESENTATIONS**

There were no delegations/public presentations

### **8.0 UNFINISHED BUSINESS**

- None

### **9.0 NEW BUSINESS**

i) Programming Update – Jeff Thompson

The Committee received the report from Jeff Thompson, Superintendent of Community Programming for information purposes.

ii) Parks and Facilities Update – Paul Allair

The Committee received the presentation from Paul Allair, Superintendent for Parks and Facilities for information purposes.

iii) Director's/Property Maintenance Update – Tammie Caldwell

The Committee received the presentation from Tammie Caldwell – Director of Recreation Services for information purposes.

iv) Literacy Council – Request to Waive Fee for Riverside Place

The Committee considered the request from the Literacy Council of South Temiskaming to waive the fee for the use of Riverside Place on September 26, 2019 for the Hilda Fowke Memorial Spelling Bee and Dinner and approved the request.

v) Bucke Park Divestiture – Chris Oslund, City Manager

Chris Oslund informed the Committee that the former Township of Bucke received the donation of land at Bucke Park from Agnico Eagle Mines for the operation of a public park. This agreement has been upheld with the Town of Haileybury and currently the City of Temiskaming Shores. During 2019 budget deliberations staff considered the cost of operating the park which has had a shortfall of approximately \$12-13,000 per year in the past two years and the



same is expected for 2019. Council directed staff to contact Agnico Eagle Mines to determine if the municipality could divest of the land and if so, if the condition of it operating as a public park be removed. Agnico replied that there were willing to remove the condition without further consideration and the municipality could do as they see fit with the land. The municipality will be responsible for the land title and legal work to remove the condition.

There are three options to consider a) sale by public tender b) sale through real estate agent and c) conduct a request for proposal process for the land to be acquired and operated as a public park with no ties to the municipality. Staff will be recommending to Council that the sale be conducted through a real estate agent.

The sale of land will result in the elimination of the lower trail to Devil's Rock and it will be recommended that a portion of proceeds from the sale of the park are earmarked for the upper trail.

Due to the divesting of the park, rebidding of the charcoal filters for the water system will not be required this year resulting in a savings of approximately \$12,000.00

vi) Recreation Master Plan

Tammie presented an overview of the Recreation Master Plan including key elements, overall objectives, Trails and Open Space objectives, Facilities objectives and Programming and Event objectives. The timeline for the project is to issue the Request for Proposal in June with a submission deadline of July 23, 2019. Council approval in early September with work beginning in October for a six month duration.

Tammie will proceed with further consultation on the Request for Proposal from the City Manager and Recreation Superintendents.

**10.0 SCHEDULE OF MEETINGS 2019**

- **May 13**
- **June 10**
- **September 9**
- **October 14**

- **November 18**
- **December 9**

**11.0 CLOSED SESSION**

There was no closed session.

**12.0 ADJOURNMENT**

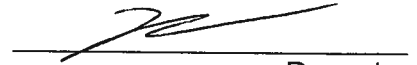
**Recommendation RS-2018-026**

**Moved by:** Dan Lavigne

Be it resolved that the Recreation Services Committee meeting of Monday April 8, 2019 be adjourned at 7:37 p.m.

**CARRIED**

  
\_\_\_\_\_  
Committee Chair

  
\_\_\_\_\_  
Recorder

## 1.0 CALL TO ORDER

The meeting was called to order at 10:36 a.m.

## 2.0 ROLL CALL

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

## 3.0 REVIEW OF REVISIONS OR DELETIONS TO AGENDA

Add – 7.6 – Haileybury (North Marina) Fuel Tanks

## 4.0 ADOPTION OF AGENDA

Recommendation BM-2019-020

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the April 18, 2019 meeting be adopted as printed.

**Carried**

## 5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2019-021

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of March 21, 2019 be adopted as presented.

**Carried**

## **6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE**

None

## **7.0 UNFINISHED BUSINESS**

### **7.1 New Liskeard Library Update**

#### **Discussion:**

Ongoing, now that the footings have been located, bore holes will be dug to further investigate ground quality.

### **7.2 Bucke Park**

#### **Discussion:**

A report will be going to the May 7<sup>th</sup> Council meeting requesting that staff release an RFP for Realtor Services. Bucke Park will operate as usual for this upcoming season.

### **7.3 CDM – Municipal Energy Plan**

#### **Discussion:**

Due to changes in government regulations, there has been a delay in getting the draft completed. Ongoing.

### **7.4 Quonset Hut – May St.**

#### **Discussion:**

The New Liskeard Lions will be taking over the space previously occupied by the Biker's Reunion at a cost of \$1500/year.

### **7.5 Roof Collapse – 200 Lakeshore (Public Works)**

#### **Discussion:**

Mitch is still waiting on a confirmation from the insurance company to proceed with the replacement of the structure.

### **7.6 Fuel Tanks – North Marina Haileybury**

#### **Discussion:**

The fuel tanks located at the north marina in Haileybury will potentially be relocated as they are not permitted to be on federal land. Staff are considering location options at the south marina.

## **8.0 NEXT MEETING**

The next meeting of the Building Maintenance Committee will be scheduled for May 14<sup>th</sup> at 10:30 a.m.

## **9.0 ADJOURNMENT**

Recommendation BM-2019-022

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 11:05 a.m.

**Carried**

**1. CALL TO ORDER**

Meeting called to order at 1:26 p.m.

**2. ROLL CALL**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Mayor Carman Kidd          | <input checked="" type="checkbox"/> Shelly Zubyck, Director of Corporate Services |
| <input checked="" type="checkbox"/> Councillor Mike McArthur   | <input checked="" type="checkbox"/> James Franks, Economic Development Officer    |
| <input checked="" type="checkbox"/> Councillor Doug Jelly      | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant             |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager |   |

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

None

**4. APPROVAL OF AGENDA**

Recommendation PPP-2019-019

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the April 18, 2019 meeting be approved as printed.

**Carried**

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

Recommendation PPP-2019-020

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee minutes of the March 21, 2019 and April 2, 2019 meeting be adopted as presented.

**Carried**

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

Mayor Kidd declared Conflict on Closed Session – Animal Control (a)

**7. PRESENTATIONS**

**8. CORRESPONDENCE FROM COUNCIL/INTERNAL COMMITTEES**

## **9. ECONOMIC DEVELOPMENT**

### **9.1 Land Clearing – Industrial Park**

#### **Discussion:**

James Franks, Economic Development Officer, brought forward information for consideration for having the land at the Dymond Industrial Park cleared where Can Assist is looking to build. At this point, Alex Welch Logging has expressed interest in cutting any trees that have value.

The Committee directed James to inform other possible logging contractors that may be interested in the valuable trees. There will be a public meeting at the Tuesday, May 7<sup>th</sup> Council meeting prior to Council making a decision on who to award it to. This portion of the clearing will cost be at no cost to the City as the contractor cuts and sells the trees.

## **10. CLOSED SESSION**

### Recommendation PPP-2019-021

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 2:03 p.m. to discuss the following matter:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations or employee negotiations
  - Animal Control

\*\* Mayor Kidd returned to the meeting for section b

- b) Under Section 239 (2) (b) of the Municipal Act, 2001 – personal matters about an identifiable individual, including municipal or local board employees

**Carried**

### Recommendation PPP-2019-022

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 3:01 p.m.

**Carried**

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

April 18, 2019 – 1:30 p.m.  
New Liskeard Boardroom, City Hall (325 Farr Dr.)  
CHAIR – Mayor Carman Kidd

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**11. NEXT MEETING**

The next Protection to Persons and Property Committee meeting is scheduled for TBD.

**12. ADJOURNMENT**

Recommendation PPP-2019-023

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 3:02 p.m.

**Carried**



**1. CALL TO ORDER**

The meeting was called to order at 8:33 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 checked="" type="checkbox"/> Darrell Phaneuf, Environmental Superintendent |
| <input checked="" type="checkbox"/> Councillor Danny Whalen                             | <input type="checkbox"/> Jamie Sheppard, Transportation Superintendent            |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager                          | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant             |
| <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**

None

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

None

**5. APPROVAL OF AGENDA**

Recommendation PW-2019-024

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee agenda for April 18, 2019 the meeting be approved as printed.

**Carried**

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

Recommendation PW-2019-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee minutes for the March 21, 2019 and April 4, 2019 regular meeting be adopted as presented.

**Carried**

**7. PRESENTATIONS**

**8. INTERNAL/EXTERNAL CORRESPONDENCE**

**9. UNFINISHED BUSINESS**

**9.1 WOOD - New Waste Management Capacity**

**Previous Discussion:**

The 13-week period has now come to an end and after several follow ups, staff have not yet had a response from the Ministry. Mayor Kidd will place a call to the Ministry as a follow-up.

**Discussion:**

There has been no update from the Ministry. Steve Burnett will now be following up every two weeks until we receive a response.

**9.2 Public Works Staff Training**

**Previous Discussion**

No update

**Discussion:**

There will be members of the Public Works Department attending the North Eastern Ontario Public Works Association tradeshow in Timmins, as well as taking part in a training opportunity at Northern College. Management is currently trying to organize a sewer collection Exam Prep session locally and promote the training to other municipalities. Steve Burnett and Darrell Phaneuf are heading to the Ontario Recycling Workshop in a couple weeks.

**9.3 Public Works Department Update**

**Previous Discussion**

No update

**Discussion:**

Winter Control is coming to an end and with that, spring cleanup will start.

**9.4 Full Solid Waste Management Program**

**Previous Discussion:**

Staff have recently issued a press release in regards to increased contamination within the recycling program. The Public Works and By-Law staff have been working together on flagging contaminated bins and sending warning letters to property owners. Any bins that have been flagged more than once will be fined.

Promotion for the Orange drop will start shortly and staff will be promoting the Recycling Coach app at the upcoming Lifestyles event.

**Discussion:**

Steve Burnett reported that the recycling bin audit is now complete and a total of 60 warning letters were sent and 3 fines were issued. Steve also made the Committee aware of the date for the upcoming Orange Drop event at the New Liskeard Fire Station, June 1st, 2019.

**9.5 UV System – Haileybury Wastewater plant**

**Previous Discussion:**

A draft ECA has been received and will be reviewed by City staff and OCWA.

**Discussion:**

No update

**9.6 2019 Roadway Rehabilitation Program**

**Previous Discussion:**

Recommendation PW-2019-018

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends the following roadways be identified as priority in the 2019 Roadway Rehabilitation Program:

- Cedar Ave: from Lakeshore to May
- Scott St.: from Whitewood to Birch
- Armstrong St.: Highway 65E to southward
- View St: Niven to Quarry Rd.

**Carried**

**Discussion:**

Doug Walsh stated Miller Paving will start the 2019 Roadway Rehabilitation Program as weather permits.

**9.7 Traffic Impact Study – Grant Drive Area**

**Previous Discussion:**

The traffic impact study is now complete. Mayor Kidd and Councillor Whalen recently attended a meeting with representatives from the Ministry of Transportation who agreed to cost share on portions of the design and construction of the Highway 65E/Grant Drive extension.

**Discussion:**

No update

**9.8 Funding Applications**

**Previous Discussion:**

After further review of criteria for funding opportunities within the “*Investing in Canada Infrastructure Program*” (ICIP), staff are suggesting that the Committee would be better off to select another project rather than Albert Street Reconstruction, as underground infrastructure is not covered in the funding. The funding program also looks favourably on joint applications.

Doug Walsh suggested that the City partner with the neighbouring township of Harley for the replacement of a boundary road bridge on Uno Park Road. Doug has had preliminary discussions with the Township of Harley Clerk.

Recommendation PW-2019-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that staff proceed with a joint funding application with the Township of Harley for the replacement of the Uno Park East bridge under the “*Investing in Canada Infrastructure Program*” (ICIP).

**Carried**

**Discussion:**

The Township of Harley is in support of a joint application for the repair of the Uno Park East Bridge. Together, the City and Harley will be partnering on two applications to two separate government funding opportunities with hopes we are successful with one.

**9.9 Strategic Plan – Update**

**Previous Discussion:**

As part of the strategic plan, the PW Department will once again be hosting “Public Works Week” in May. More details will be made available as events are planned.

**Discussion:**

Public Works Week will be from May 19-25 and will include a show and shine, water tours and a truck rodeo with fundraising BBQ.

**9.10** Crosswalk – John Street/Whitewood Avenue

**Previous Discussion:**

Doug Walsh informed the Committee that the school crossing signs have been removed from Whitewood Ave., and a site visit will be scheduled to determine the ideal location.

**Discussion:**

The City's engineering technician will be completing a field survey of the area shortly.

**9.11** Beach Gardens

**Previous Discussion:**

No update

**Discussion:**

The video inspection has been received and reviewed and the cost sharing funds released to Rivards.

**9.12** Uniboard Facility – Lakeshore Road

**Previous Discussion:**

The Committee inquired what was happening with the Uniboard facility since the partial roof collapse. Staff advised that the Building Department is taking the necessary steps to ensure the collapsed area is secured.

**Discussion:**

The hauling of leachate has stopped for the time being, however, could resume. In regards to the partial building collapse, the Building Department has issued orders and should they not respond, we will be working with a contractor to have the site secured.

**9.13** ONR – Office Terminal at the Chamber of Commerce

**Previous Discussion:**

Staff will be scheduling a meeting in the near future with the Chamber to discuss snow removal.

**Discussion:**

No update

## **9.14 Bicycle Paths**

### **Previous Discussion:**

Doug Walsh informed the Committee that he has gathered preliminary costs and will be setting up a meeting with some of the members of the Bicycle Friendly Committee members to discuss. Following that, Doug will bring the information back to Public Works Committee for their review and comment.

### **Discussion:**

As directed, Doug Walsh met with a couple members from the Bike Friendly Committee to discuss their priority cycling routes. Since that meeting, Doug has received estimates for the specific routes and will present them back to the Bicycle Friendly Committee. Doug noted that the costs are yearly, not just one-time and the Committee has some concerns about a path on and around the intersection at Sharp Street and the Wabi Bridge. On-going.

## **10. NEW BUSINESS**

### **10.1 Asset Management Software**

#### **Discussion:**

Doug Walsh presented information on an Asset Management software called D.O.T. The software is still in the development stages, but will be a place that the City could input all their asset management data and this software will generate financial plans, priority replacement analysis, forecasting reports from a range of 1-20 years. The cost currently for this software is \$10,000 and includes 3 of the modules (Roads, Water, Sewer) that have been developed to date. Following that, there will be a cost for additional modules as well as an annual maintenance fee of \$3,500. The purchase of the software was not included in the 2019 budget.

#### **Recommendation PW-2019-026**

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby recommends that the Corporate Services Committee review the proposal from DOT Compliance Management Software.

**Carried**

## **11. ADMINISTRATIVE REPORTS**

None

## **12. CLOSED SESSION**

### Recommendation PW-2019-027

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby agrees to convene in Closed Session at 10:04 a.m. to discuss the following matter:

- a) Under Section 239 (2) (d) of the Municipal Act, 2001 – labour relations and employee negotiations.
  - Organizational Efficiencies

**Carried**

### Recommendation PW-2019-028

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby agrees to rise without report at 10:32 a.m.

**Carried**

## **13. NEXT MEETING**

The next meeting of the Public Works Committee is scheduled for May 14, 2019 to commence at 8:30 a.m.

## **14. ADJOURNMENT**

### Recommendation PW-2019-029

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee meeting is adjourned at 10:33 a.m.

**Carried**

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**COMMITTEE CHAIR**

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**COMMITTEE SECRETARY**

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**Subject:** Award – Golf Course Road Bridge  
Rehabilitation Project

**Report No.:** PW-016-2019  
**Agenda Date:** May 21, 2019

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### **Attachments**

**Appendix 01:** RFP Opening Results

**Appendix 02:** Draft Agreement

**Appendix 03:** Appendix 01(RFP Technical Submission) to Agreement

**Appendix 04:** Appendix 02 (Pricing Submission) to Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-016-2019;
2. That Council approves the award of the Golf Course Road Bridge Rehabilitation Project, as detailed in Request for Proposal PW-RFP-001-2019, to Miller Paving Limited at a cost of \$845,150 plus applicable taxes;
3. That Council approves utilizing the Ontario Community Infrastructure Fund (OCIF) formula based allocation in the amount of \$318,735 for the Golf Course Road Bridge Rehabilitation Project; and
4. That Council directs staff to prepare the necessary by-law and agreement for consideration at the May 21, Regular Council meeting.

### **Background**

During the 2019 Budget deliberations the rehabilitation of the most westerly bridge on Golf Course Road, which had been deferred in the 2018 Budget, was discussed. Based on the Ontario Structure Inspections Manual results in the most recent (2018) inspection, it was recommended that significant rehabilitation work should be carried out to improve the safe use and renew the useful life of the structure. Council approved the inclusion of the proposed work in the 2019 Capital Works Budget at an estimated cost of \$650,000.

On April 4, 2019, Request for Proposals (RFP) PW-RFP-001-2019 was distributed to contractors known to provide services required as outlined in the RFP as well as placed for viewing to the Public. The original closing date of April 9, 2019 was extended by Addendum to April 23, 2019 as a result of requests received from potential responders to the Request.



**Analysis**

Only one (1) submission was received in response to the Request for Proposals for the “Design – Build” of rehabilitation work required on the structure prior to the amended closing date of April 23<sup>rd</sup>, 2019 at 10:00 a.m. The proposal was reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider.

Supplier	Engineering & Design	Construction	Contingency	Total
Miller Paving Limited	\$78,000.00	\$737,100.00	\$30,000.00	\$845,150.00*

\*Plus applicable taxes

As shown above, the cost for the proposed work submitted in response to the RFP and as outlined in Appendix 04, exceeds that which has been approved in the 2019 Capital Budget.

**Relevant Policy / Legislation/City By-Law**

- By-Law No. 2017-015, Procurement Policy, Section 10.4 Request for Proposals
- 2019 Public Works Capital Budget

**Asset Management Plan Reference**

Section 6.4.1.5 – Bridge Priority Renewal / Rehabilitation Activities

**Consultation / Communication**

- Distribution of Request For Proposal – PW-RFP-0018-2019
- Meeting (City Manager and PW Director) with Supplier on May 3<sup>rd</sup>, 2019
- PW Committee Meeting – May 14<sup>th</sup>, 2019
- Admin Report PW-016-2019 submitted to Council on May 14<sup>th</sup>, 2019.

**Financial / Staffing Implications**

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

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

Approved Capital Project Budget \$650,000.00

Total Proposed Cost to be approved by Resolution / By-law \$860,002.64

Due to the cancelation of the Albert Street Reconstruction Project, the 2019 Ontario Community Infrastructure Fund (OCIF) formula based funding that was to be utilized as a portion of the City’s contribution for funding that project has yet to be re-allocated. A portion or the total amount of \$318,735 is available to address the short-fall to complete the work as proposed.

### **Alternatives**

1. Award the project as per the submission received. (Recommended)
2. Defer the work until 2020.
3. Re-issue the Request for Proposal.

### **Submission**

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

Document Title: **PW-RFP-001-2019 Golf Course Rd Bridge Rehab**

Closing Date: **Tuesday April 9, 2019**

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

10:00 a.m.

Department: **Public Works**

Opening Time: 10:00 a.m.

Submission Pricing

Bidder: MILLER PAVING LTD.

All Parts Bid:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	845,150.00
HST:	109,869.50
Total:	955,019.50

Bidder:

All Parts Bid:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	
HST:	
Total:	

Bidder:

All Parts Bid:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	
HST:	
Total:	

Bidder:

All Parts Bid:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	
HST:	
Total:	

Bidder:

All Parts Bid:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	
HST:	
Total:	

Bidder:

All Parts Bid:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Sub-Total:	
HST:	
Total:	

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

Attendees:

**Print Name**  
Dave Walsh  
Dave Treen  
Linda McKnight

**Representing**  
TSHORES  
 " "  
 "

**Signature**  
  
  


The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to enter into an agreement with Miller Paving Limited for the rehabilitation of Golf Course Road Bridge

**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-016-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the rehabilitation of the Golf Course Road Bridge at a cost of \$845,150 plus applicable taxes for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the rehabilitation of Golf Course Road Bridge at an upset limit of \$845,150 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 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

**By-law 2019-000**

Agreement between

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

and

**Miller Paving Limited**

for the rehabilitation of Golf Course Road Bridge

**This agreement** made in duplicate this 17<sup>th</sup> day of April 2018.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Golf Course Road Bridge Rehabilitation Project  
PW-RFP-001-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) In the Prices and Items attached hereto as Appendix 02 and forming part of this agreement; and

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid to an upset limit of Eight Hundred and Forty-Five Thousand, One-Hundred and Fifty Dollars and Zero Cents (\$845,150.00) plus applicable taxes in accordance to Appendix 02, attached hereto subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article IV:**

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

The Contractor:

**Miller Paving Limited**  
P.O. Box 2408  
New Liskeard, Ontario  
P0J 1P0

The Owner:

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

**Remainder of Page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

Contractor's Seal )  
(if applicable) )

Municipal Seal )

**Miller Paving Limited**

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen





Appendix 01 to  
Schedule "A" to

**By-law No. 2019-000**

Contract Documents



Appendix 02 to  
Schedule "A" to

**By-law No. 2019-000**

Items and Prices

**REQUEST FOR PROPOSAL**  
**Golf Course Road Bridge Rehabilitation – Design Build**  
**City of Temiskaming Shores**



Prepared For  
**City of Temiskaming Shores**  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Respectfully Submitted By  
**Miller Paving Limited**  
704024 Rockley Road  
P.O Box 248  
New Liskeard, ON  
P0J 1P0



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704024 Rockley Road  
New Liskeard, ON  
P0J 1P0

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April 23, 2019

## Transmittal Letter

**For:** Contract No. PW-RFP-001-2019 Golf Course Road Bridge

Miller Paving Limited, with EXP Inc. as the design consultant, submits their Proposal for the Golf Course Road Bridge.

### **Proponent**

Miller Paving Limited  
704024 Rockley Road. New Liskeard, ON  
Business Type: Corporation

Principal contact for this project is:

Britt Herd  
Manager-Estimating Northern Group  
704024 Rockley Rd, New Liskeard, ON P0J 1P0  
Tel: (705)647-4331 Ext. 228  
Fax: (705)647-3611  
E-Mail: [britt.herd@millergroup.ca](mailto:britt.herd@millergroup.ca)

I, Britt Herd, Manager of Estimating in the Northern Group, certify that the attached Proposal document is accurate and truthful to the best of my knowledge.

  
Britt Herd

April 23<sup>rd</sup>, 2019

Date

## Agreement to Bond

(Surety's Consent)

Consent of Surety No. 7179856-19-3484

To: CITY OF TEMISKAMING SHORES

Should the tender of: MILLER PAVING LIMITED

For: PW-RFP-001-2019 - GOLF COURSE ROAD BRIDGE REHAB - DESIGN BUILD

be accepted within the time period prescribed in the tender, or if no time period is specified, within sixty (60) days from the closing date of tender, and a written contract entered into, we the undersigned do hereby agree to become bound as Surety and will issue

**A Performance Bond equal to 100%**  
**A Labour and Material Payment Bond equal to N/A%**

of the tender price guaranteeing faithful performance of said contract.

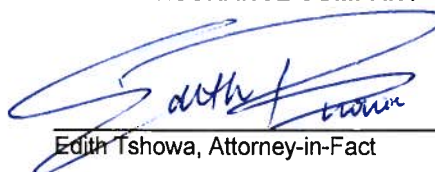
This Consent of Surety shall cease and be null and void after **thirty (30)** days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Tender Date: 23<sup>rd</sup> day of April, 2019

Dated: **March 14, 2019**

INTACT INSURANCE COMPANY

A handwritten signature in blue ink, appearing to read "Edith Tshowa".

Edith Tshowa, Attorney-in-Fact

(Seal)



# Bid Bond

Standard Construction Document  
CCDC 220 - 2002

Bond No. **7179856-19-3484**

Bond Amount: **\$50,000.00**

**MILLER PAVING LIMITED** as Principal, hereinafter called the Principal, and **Intact Insurance Company**, 1100-999 W. HASTINGS ST, VANCOUVER, BRITISH-COLOMBIA V6C 2W2, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto **CITY OF TEMISKAMING SHORES** as Obligee, hereinafter called the Obligee, in the amount of **FIFTY THOUSAND Dollars (\$50,000.00)** lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the 23<sup>rd</sup> day of April, 2019, for **PW-RFP-001-2019 - GOLF COURSE ROAD BRIDGE REHAB - DESIGN BUILD.**

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within **THIRTY (30) days** from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.

It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.


IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the **14<sup>TH</sup>** day of **MARCH, 2019.**

SIGNED AND SEALED in the presence of:

**MILLER PAVING LIMITED**

  
Principal

**Intact Insurance Company**

  
Surety  
**EDITH TSHOWA**  
**ATTORNEY-IN-FACT**



# Professional Engineers Ontario

## Certificate of Authorization General

EXP Services Inc.

is hereby granted the authorization to engage in the business of  
providing services that are within the practice of

**Professional Engineering**

in the Province of Ontario in accordance with the provisions of  
the Professional Engineers Act.

Given under the Corporate Seal of the Association at the  
City of Toronto this:

11<sup>th</sup> day of April, 2011 - #100170959

*Diane L. Freeman, P. Eng., F.E.C.*  
President

*[Signature]* P. Eng.  
Registrar

Association of Professional Engineers of Ontario. This certificate is the property of the  
Association and must be surrendered on revocation, cancellation, suspension or expiry.





**CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**RFP – GOLF COURSE ROAD BRIDGE REHABILITATION – DESIGN BUILD**  
**PROJECT NO. PW-RFP-001-2019**

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**ADDENDUM NO. 1**  
**(to the Request for Proposal Documents)**

**Purpose:** Administrative modifications to the RFP documents and/or clarifications.

1. Reference to April 9<sup>th</sup>, 2019 on Page T-1 Proposal Closing Date, and in any other part of the document is to be deleted and replaced with **April 23, 2019 at 10:00 a.m.**

---

G. Douglas Walsh, CET  
Director of Public Works

*Issued: April 4, 2019*

**CITY OF TEMISKAMING SHORES**  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

## ● COMPANY PROFILES

### 1.1 MILLER PAVING LIMITED

The history of the Miller Group dates back to 1917, when it was founded as A.E. Jupp Construction. In 1940, new ownership resulted in the name change to Miller Paving Limited. In March 2018, Miller became a subsidiary of the international construction group, Colas SA, who have their headquarters in Paris, France. Colas is a worldwide leader in transportation infrastructure, construction and road maintenance, and operates in all provinces in Canada.

Locally, Miller operates several manufacturing plants, and operates their northern Ontario division from Temiskaming Shores. The New Liskeard Rockley Road location covers the vast geography of Northern Ontario, and employs as many as 500 people during the peak season. Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. Over 3,500 employees of Miller Paving Limited build and support urban and rural infrastructure across Canada, throughout the United States and in International markets.

Every employee works to provide total customer satisfaction by offering products and services that represent value, adhere to specifications and are clearly superior to those of the competition.

Miller has significant experience in working on design-build projects and has demonstrated expertise, experience, knowledge and innovation in the participation of these projects across Ontario and Canada. Miller was the lead in developing specifications, bidding and executing design-build contracts for the Ministry of Transportation for the past several years, completing seven MTO design-build projects since 2012. Miller has also completed three municipal design-build bridge projects for the City of Temiskaming Shores, Township of Kerns, and the Township of Calvin.

Accomplishing these projects has enabled us to better understand the needs of the multiple stakeholders involved; including owners, local townships and municipalities, third-party agencies such as the Ministry of Environment, Ministry of Natural Resources, Department of Fisheries and Oceans, and many other agencies.

### 1.2 EXP SERVICES INC.

EXP is an integrated, motivated team who work together with all types of clients, on projects big and small, regionally, nationally, and globally. Our employees operate out of more than 100 offices in North America. With local knowledge and registrations in strategic locations around the world, EXP have got it covered.

The EXP team combines the knowledge and skills of recognized experts in linear infrastructure design, construction, and contract administration for various transportation projects. EXP takes full responsibility for managing the project scope, delivering the project on schedule and on budget, and management of quality deliverables from all team members.

Additional information about EXP, the firms that merged to create the company, the markets we serve, and the services provided, are available on the website at [www.exp.com](http://www.exp.com)

Currently, the bridge team of EXP is registered with MTO Registry, Appraisal and Qualification System (RAQS) and is approved in the following Bridge Engineering Specialities:

- Biennial Inspections
- Conditions Surveys
- Design and Evaluation – Complex Structures (multi-span)
- Design and Evaluation – Single Span Structures
- Rehabilitation – General, and
- Rehabilitation – Structural Coating

Typical projects completed by EXP's total project management services include:

- Road/Highway/Provincial Highway Design
- Transportation Planning Studies, Traffic Impact Assessments, Traffic Operational Analysis
- Intersection Improvements, Traffic Signalization, and Pedestrian Crossing Design
- Municipal Class Environmental Assessments and Public Consultation

The project will be designed and managed through EXP's New Liskeard office. Located near the project site, EXP is in the best position to respond timely to all the project requirements.

## ● PROJECT UNDERSTANDING

### 2.1 BACKGROUND

The City of Temiskaming Shores (the City) wishes to keep its transportation and municipal infrastructure in serviceable and safe condition. For this reason, the City intends to engage a Design-Build team to complete the investigations, design and construction for the rehabilitation of the Golf Course Road West Bridge over Chester Creek. The existing structure is a 3-span pre-cast concrete-girder concrete slab structure, with a full-span of approximately 48m over Chester Creek.

### 2.2 PROPONENT

Miller Paving Limited, in conjunction with EXP Services Inc. (the Design-Build team), are proposing to undertake the required investigations, design, and construction of the rehabilitation and associated road works on Golf Course Road approximately 300m east of Hwy 65 west in the City of Temiskaming Shores, Ontario.

### 2.3 OBJECTIVES

The purpose of this project is to provide safe passage for vehicles and pedestrians using the Golf Course Road Bridge (West). Thus, the City wishes to retain the services of a Design-Build team to provide comprehensive engineering services and construction of a complete project. In general, the work includes:

- Conversion of the bridge to a semi-integral structure and associated work
- Removal and replacement of the Asphalt surface including Deck waterproofing
- Removal and replacement of the Guide Rails
- Removal and replacement of the Barrier Wall
- Removal and replacement of the Abutment Bearings
- Conduct a detailed Deck condition survey

This will include all environmental studies, field surveys, development and evaluation of bridge rehabilitation alternatives, preliminary drawings, agency approvals and permits, traffic management plans, detailed design, and construction services.

## ● DETAILED PROJECT METHODOLOGY - TECHNICAL PLAN

The following is the proposed methodology to complete the work required for this project.

### 3.1 PRELIMINARY INVESTIGATIONS

#### Project Commencement

A start-up meeting will be held with the City staff to review the work plan, proposed scope of work, budget and schedule, request any additional information, review the Township's standard criteria and practices for design,

identify key elements and milestones, confirm lines of communication and identify design/construction constraints.

At this time, we will request any available documentation from the City. This would include, but not be limited to the following:

- Hard copy and digital copy drawings of the existing structure, if available;
- Legal property data;
- All other available survey data and information; and
- Any other pertinent reports completed for the structure.

### Examination of Background Information / Detailed Site Inspection

All relevant background documents will be collected and reviewed. This will include, but not be limited to, reviewing all reports and existing surveys available from the City and MTO, including GIS data, legal property limits, and ownership information, if available.

The Design-Build team will conduct a detailed visual inspection of the site to validate the existing information provided and ensure a complete understanding of the existing conditions. The project team will create a photographic log of the site and make notes of items that will require further investigation or consideration. The Design-Build team will conduct a utility investigation by means of a site investigation to identify visible above-ground utilities as well as conduct a planning/mark-out request from Ontario One Call to determine the location of any underground utilities in the vicinity of the structure.

### Topographic Engineering Survey

For the preparation of the detailed designs, a topographical survey will be carried out to identify key features of the bridge site. This will include identifying and marking elevations and contours, existing roadways and structures, and other crucial features such as: legal property bars, driveways and privately owned features that encroach on the ROW, and other existing features that may be affected by construction activities will be incorporated into the design drawings.

The survey data will include both approaches as well as cross-section information and elevations on the bridge. Traffic control will be managed as per the Ontario Traffic Manual during this work.

### Bridge Deck Condition Survey

The deck condition survey will be conducted in conformance to the requirements of the MTO Structural Rehabilitation Manual (SRM). This will include two compressive strength tests, 2 to 3 chloride test and 2 air void tests on the bridge deck. The condition survey will also include a delamination survey, visual survey on the bridge deck, and AC corrosion test. Accessible areas of the soffit and abutment will also be subject to delamination and visual survey's. A final report will be prepared as per the SRM and complete with drawings illustrating all the findings.

Since the bridge deck condition is unknown we have not included a price to chip and replace concrete patches. Once the survey is complete and the quantity of patchwork is known, we can price accordingly.

### Municipal Class EA and Environmental Clearance

A Municipal Class EA assuming a Schedule A+ (pre-approved) project will be completed, including Public notification. A MNR work permit application will be completed and submitted. As part of the consultation process, the following regulators will be contacted: Ministry of Environment and Climate Change, Transport Canada, and Navigation Protection Program. Our proposal does not include a Species at Risk (SAR) consultation.

## 3.2 DETAILED DESIGN AND CONSTRUCTION

### Field Investigations

Our lead structural engineer responsible for the design and members of our structural design team will begin the design process by visiting the site to familiarize themselves with the site conditions. Special topographic features and design and construction constraints will also be identified during this visit. Additionally, all available related bridge data, records and documentation will be reviewed in detail. The Northern Telephone line will have to be relocated from the north barrier railing prior to demolition. This work is not included in our proposal.

### Detailed Structural Design and Specifications

The rehabilitation work identified in the RFP and the 2018 bridge inspection report by K. Smart Associates will be incorporated into the final rehabilitation design. The design work (drawings and specifications) will be in accordance with the latest edition of all design codes and standards including but not limited to the following:

- CAN/CSA-S6-14 Canadian Highway Bridge Design Code
- Ontario Provincial Standards
- MTO Structural Rehabilitation Manual
- MTO Integral and Semi-Integral Abutment Bridge Manuals
- MTO Contract Design, Estimating and Documentation Manual, and
- City of Temiskaming Shores Standards

### Roadway Approach and Traffic Control Design

This is a bridge rehabilitation project, and therefore the horizontal alignment will be maintained. The vertical alignment maybe adjusted slightly to meet the new approach grading plans. The roadway design will be based on geometric design standards. The bridge approaches will be reviewed for roadside hazards as per MTO Roadside Safety Manual and appropriate safety devices such as a guide rail will be designed to protect the public traffic from such hazards.

It is understood that this section of Golf Course Road will be closed during construction. Advanced warning signs will be placed on either side of the nearby intersecting roads to advise motorist's of the road closure including detour signs, as necessary. Public announcements (via Radio, Social Media, Newspaper) will be used in advance of the upcoming closure. The Geometric Design Standards for Ontario Highways, the Roadside Safety Manual and Ontario Traffic Book 7 Temporary Conditions will be used to plan all traffic management for this project.

### Construction Tender Package

A construction package including both drawings and contract specifications will be prepared by the Design-Build team for the project. The final detailed design drawings will meet the requirements of the approving agencies. The contract drawings will be stamped by two professional engineers, signed, and labeled "Issued for Construction."

## 3.3 CONSTRUCTION PHASE

### Construction Activities

- Organize and determine utility locates
- Install erosion and sediment control devices including silt fence barriers to mitigate environmental impacts
- Set up Traffic Control and close Golf Course Road at West Bridge site, post signs in appropriate areas in order to warn the public that the road is closed
- Remove Asphalt from Existing Bridge

- Perform Deck Condition Survey
- Remove Barrier Walls, Expansion Joints, Approach Slabs, Ballast Walls, Guide Rail
- Jack Bridge and Replace Bearings
- Form and Pour Semi-Integral Abutment
- Form and Pour Barrier Wall Curb
- Form and Pour Approach Slabs
- Form and Pour Curbs
- Install Guide Rail at Approaches
- Place new Barrier Railing
- Place Waterproofing
- Place Hot Mix
- Form and Fill Grooves
- Remove Traffic Control, Clean up and Demobilize

### Construction Reporting

The Design-Build team will prepare and submit bi-weekly progress reports to the City contact, which will include the following information:

- Work completed to date;
- Site photographs;
- Work planned for the next period; and
- Updated construction schedule.

### Construction Inspection/Administration Services

EXP staff will perform periodic construction inspection services, as required by the Design-Build team. This will include periodic site visits by Engineers, review of shop drawings, and providing direction to any inquiries by Miller Paving or the City throughout construction.

EXP staff will be responsible for rejecting work that does not conform to the requirements stipulated in the drawings and specifications.

### Quality Control and Material Testing

Miller employs and operates CCIL certified laboratories across Ontario performing a full range of Quality Control activities including but not limited to aggregate testing, concrete testing (plastic and hardened); and asphalt testing. Miller will provide the expertise required to perform all Quality Control required in the rehabilitation of the Golf Course Road West Bridge. QC testing that is required and is outside of Miller's expertise shall be contracted out.

### Warranty Period

Miller Paving will be responsible to rectify any construction issues throughout the warrant period. Upon completion of the warranty period, EXP will complete a site inspection to ensure that all deficiencies have been rectified.

## • QUALITY CONTROL / PROJECT MANAGEMENT PLAN

### 4.1 PROJECT MANAGEMENT

The overall Project Management throughout the Design-Build assignment will be completed by Miller Paving.

Miller Paving and EXP have worked together on Design-Build Projects, some of which include:

- Borgford Bridge – Kerns Township (EXP was the Contract Administrator) – Miller was the Design-Builder
- Pautois Bridge – Township of Calvin (Miller-EXP were the Design-Build Team)
- MTO 2012-5000 Hwy 661 – Gogama ( Miller-EXP were the Design-Build Team)

The overall Project Management throughout the design-build assignment will be completed by Miller Paving.

## 4.2 QA/QC - DESIGN PHASE

### EXP Service Inc.

Our proposed Project Team is committed to the practice of quality assurance and control to ensure complete client satisfaction. We follow accepted engineering principles of quality assurance, quality control and risk management. Our corporate quality control plan registered in the Ministry's RAQS system forms the basis of many client specific quality control plans. It is a very rigorous plan that addresses multiple project team specialties and ensure due diligence in QC process and documentation. We improve these guidelines on a continual basis through client input and educational advancement. With respect to this proposed project, it will be the responsibility of the Quality Control Auditor to ensure the completion of each task to the highest degree of quality. The intent of the auditor is to ensure a qualified person is undertaking reviews at key milestone intervals yet not be involved with the day-to-day design aspects of the project. This assists in ensuring that reviews are completed on an independent basis and will identify potential issues that may not be evident to the project team. We will assign work to staff members who have successfully completed similar tasks on previous projects.

- Key elements of our Quality Assurance Plan include:
  - Providing continuous education to our staff to ensure state-of-the-art designs
  - Independent in-house checks by senior staff at all appropriate project milestones
  - Review of all meeting minutes by the Project Director
  - Close scrutiny of draft and final reports prior to submission to the client
  - A commitment to independent internal reviews and audits
- Peer reviews of all completed work to ensure proper quality control.
- Any non-conforming work will be identified through the peer review process and corrected prior to final submission to the client.

## 4.3 QA/QC - CONSTRUCTION PHASE

Miller currently operates under a Quality Management System (QMS) and Quality Control system which is designed to be a continuous system of improvement that stems from the project level, involves reporting to various levels of management and implementation of management initiatives to improve the execution of the project and the organization. The Quality Control system is a network of in-house laboratories, plants, other facilities as well as working relationships with external testing and consulting companies. Typically a project specific Quality Control plan will be developed and implemented.

## 4.4 ENVIRONMENTAL MANAGEMENT

A list of external agencies will be prepared at the onset or the project and updated over the duration. Letters will be sent to the external agencies early in the process so that concerns can be identified and addressed. All initial

contacts letters to government agencies will be sent prior to posting of the initial public notice. The initial contact letters will be particulars of the project, potential impacts as it relates to that agency's mandate or landowner, and preliminary avoidance/protection/mitigation measures to be utilized.

Once the potential impacts, project alternatives, and required mitigation have been identified our team will facilitate advising of necessary external agency environmental exemptions, clearances or approvals required during the detail design. This will be carried out by sending a detailed letter to the appropriate agencies highlighting existing and projected conditions, preferred design, potential impacts, and proposed mitigation. This letter will be followed up by a call to the agency representative to further discuss the information provided. These procedures will allow our team to respond to any additional agency requirements in a timely manner and facilitate final project approval. All required future exemptions, clearances or approvals will be compiled in the project file.

A fisheries assessment will be completed in accordance with the standard protocol and the Fisheries and Oceans Canada (DFO). It is not anticipated that the project would result in determination of habitat loss given the low level of permanent and temporary impact (longer span structure). We will however carry out an assessment of potential impacts will be completed in accordance with the low, medium, or high risk of the project undertaking to result in a harmful alteration, disruption or destruction (HADD) of fish habitat under the Federal *Fisheries Act*.

## 4.5 SAFETY MANAGEMENT

### OVERVIEW

Commitment to a safe working environment will be the joint effort of the design and construction teams.

All field work compromising of but not limited to; field investigations for design purposes, use of workers, subcontractors, suppliers, testing/consulting personnel and operations will be carried out in accordance with Miller Paving Limited's (Miller) existing Health and Safety Policy. Miller's policy is updated on an annual basis.

Miller's key objectives on projects are as follows:

- Ensuring that workers are protected
- Targeting no lost-time injuries or medical aids
- Safety of all personnel present on-site
- Protection of the travelling public within project work zones
- Ensuring that all of our safety policies and safe practices are followed at all times

In carrying out Contract PW-RFP-001-2019, Miller will work with the following policies and specifications to ensure a safe working environment:

- Occupational Health and Safety Act and Regulations for Construction Projects
- Ontario Traffic Manual – Temporary Conditions - Book 7
- Highway Traffic Act and Regulations
- Miller Paving Limited's health and safety policy
- Miller Paving Limited's supplemental policies
- Project specific Emergency Response Plan
- Project specific Traffic Management Plan
- Project specific Communication Plan

Miller has established safety policies and procedures, which are used to extensively train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff are also fully trained and tested in all required aspects of safety training depending on their job descriptions. Further to this training



our staff is also fully versed with the “Occupational Health and Safety Act and Regulations for Construction Projects”. The familiarity of both our Safety Policies and Procedures and the Occupational Health and Safety Act, and extensive training has established our staff as safe and competent workers when it comes to safety.

#### **PROJECT DESIGN PHASE**

The development of the project design will provide consideration for safe staging/detour requirements including access/egress for construction vehicles, well-being of workers and personnel on-site, safe passage of public vehicular and pedestrian traffic through or surrounding the work site.

Jointly, the project management staff and the design team will undertake the responsibility of identifying the exact locations of all highway underground utilities. Design will be undertaken with the intent of minimizing the intended construction to existing utilities. Means for protection of utilities will be incorporated into the design component of the project and undertaken with construction.

#### **CONSTRUCTION PHASE**

Prior to commencement of any onsite work on the project, the Occupational Health and Safety Manager, along with the operations project management staff will conduct an onsite safety inspection to determine the risks and concerns for the project. An assessment of the operations to be conducted will include the methodology of operations, the use of equipment, proximity to live traffic and the effect of operations travelling public in the vicinity. Any risks and concerns identified will be the responsibility of the Project Manager to address. Should there be the potential to alleviate or minimize the risks or concerns through the design process, the issues will be brought to the attention of the designers by the Project Manager in order to utilize the design process as a means to mitigate risks and minimize concern at the starting point of the project. Any training needs identified will be implemented by the Occupation Health and Safety Manager.

Locations of utilities will be identified and marked prior to commencing construction works in given areas. Utility relocations will be undertaken or protection measures will be implemented during the course of construction, as required.

Any temporary lighting used for night works will be adjusted as not to interfere with the vision of travelling public and will not be directed towards adjacent residences.

#### **WORKER SAFETY**

Personal Protective Equipment (PPE) shall conform with the Occupational Health and Safety Act, and shall be worn at all times by all workers in the work zone, including as necessary foot, ear, eye protection, safety vests and hard helmets. If a worker, subcontractor, supplier or owner’s representative does not have the appropriate PPE, they will not be allowed onto the work zone.

Safety compliance of all subcontractors and suppliers is managed by Miller by means of the subcontract agreement or purchase order issued to them and accompanying Miller’s health and safety booklet, prior to their start on the project. In addition, Miller will perform on-site monitoring to ensure continued adherence to the safety requirements.

A project safety meeting will be held with all the stakeholders prior to commencement of the work to ensure that all parties are aware of the risks and concerns on the project and the safety measures that have been put in place. Further to this, weekly safety talks, named as tale-gate “Tool Box” talks in Miller’s Health and Safety policy, will be held with a focus on, on-site issues, near misses, and upcoming work. Participation is mandatory for Miller’s site staff, however subcontractors, suppliers and the owner’s representative will be notified and encouraged to also participate.

Our goal and target for all projects with respect to our labour force is zero lost time incidents and zero accidents.

## TRAFFIC MANAGEMENT

### Traffic Management Plan

It is anticipated that Golf Course Road will be closed at Golf Course Road West Bridge for the duration of the contract. Agencies affected by this closure must be notified and they will include but not limited to emergency services, bus companies, travelling public, adjacent homeowners etc.

### SUMMARY

Safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of design and construction. Miller will undertake the project with consideration to and the wellbeing of all stakeholders involved.

- **PROJECT SCHEDULE**

Project schedule is located in Appendix B

- **PROJECT EXPERIENCE**

The Design-Build team has both in a corporate framework and individually, been involved in numerous transportation and mining projects including bridges, roads, mining exploration, land development, and decommissioning projects for the last several decades. Specific road and bridge construction projects include reconstruction, rehabilitation, and new construction projects completed under conventional engineering and construction approaches to major transportation projects in the multi-million (up to half billion) dollar range under design-build arrangements.

The following are brief descriptions of some of the projects completed by the members of the Design-Build team that are most relevant to this project.

## 6.1 MILLER GROUP

### **MTO #2017-5119; Blanche River Bridge**

*Client:* Ministry of Transportation

*Reference:* Willian Praskey, CA

*Construction Cost:* \$3,649,108.00

*Construction Completion:* 2018

*Project Description:* Rehabilitation of the Blanche River Bridge

### **Township of Calvin – Design Build**

*Client:* Township of Calvin

*Designer:* EXP

*Reference:* Antoine Boucher, Director of Public Works and Engineering Tel: 1-705-752-2740

*Construction Cost:* \$1,000,000

*Construction Completion:* 2012

*Project Description:* Reconstruction of Pautois Bridge

**2014-10 Borgford Bridge Design Build Bridge Replacement***Client:* Kerns Township*CA:* EXP*Reference:* Darren Ridley, CA EXP*Construction Cost:* \$1,187,000.00*Construction Completion:* 2014*Project Description:* Design-Build Replacement of the Borgford Bridge on Maybrook Road

- **PROJECT PERSONAL**

**7.1 MILLER GROUP****Chris O'Reilly****Project Manager**

---

As the Operations Manager of Structural Projects for Miller Paving Limited since 2009, Mr. O'Reilly joined our team with over 25 years of proven hands on experience. Areas Mr. O'Reilly specializes in are; Management, Manufacturing, Customer and Field Service, Form Work assembly and Crew Management. System and Product control, from a raw material to a finished high quality product has been a major part of his career. Excellent communication and interpersonal skills are combined with the ability to coach and motivate a team. A "value-added" team player and excellent administrator with a customer service mindset (internal & external).

Since commencing work with Miller Paving Limited Mr. O'Reilly is currently in a manager's position, managing four current MTO bridge projects and has completed numerous bridge and dam projects over the years.. His responsibilities include scheduling, purchasing, liaison with all suppliers, customers and owner, trouble shooting, project planning, and project management.

**Frank Vanderburg****Project Coordinator**

---

As a Project Coordinator with Miller Structural Division, Frank's understanding of the QC reporting process as well as Concrete QC has made him an invaluable part of the crew. Frank has worked with Miller since 2013, initially as a Surveyor and then evolved into the role of Project Coordinator in 2015. He has been involved with 10 projects during his career with Miller with an overall value of the projects amounting to over \$55 Million.

Frank's areas of specialization are: Concrete & Concrete Testing, MTO QC process, Project Reporting, and Schedule Management. His superior ability to multi-task has allowed him to effectively manage project schedules, coordinate with subcontractors & crew foreman, all the while ensuring QC reporting and submissions are done effectively. His responsibilities include: schedule management, daily coordination with crew foreman, project payments & payment summaries, daily logs, quality control, as well as a thorough understanding of the tender document in order to ensure submissions are completed in a timely fashion.

**Chad Smith****Structural Superintendent**

---

As superintendent with the Miller Structural Division, Chad brings with him a broad knowledge of construction and is dedicated to seeing projects through from beginning stages to end. He has worked for Miller since 2011 and has seen through over 10 projects with the company amounting to a project value of approximately \$35 Million.

His areas of specialization are: Comprehensive Knowledge of Concrete Placement, Carpentry/Formwork Building, Operating, and Process Control. Chad's impeccable foresight and unique ability to problem solve on the spot has made him a valuable asset on-site dealing with unpredictable scenarios. His responsibilities include: daily

supervision of the crew, health and safety of the crew, coordination of materials, ensuring critical path deadlines are met as well as reading and interpreting drawings to ensure that structures are built as per the plans.

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## 7.2 EXP INC.

**Stephen Ho, M. Eng, P. Eng.**

**Senior Structural Engineer**

Mr. Ho has performed Project Management roles on numerous bridge and culvert projects in Ontario for both private and government sectors. With over 28 years of experience working in engineering consulting, Mr. Ho has become well practiced in the field of bridge engineering, recently managing over 10 bridge rehabilitation projects and completing the construction design for more than 15 bridge and culvert projects. In addition, Mr. Ho has conducted and overseen the inspection of bridges for the City of Greater Sudbury, the Municipalities of West Nipissing, French River, Moosonee, and for the MNR (Southern Region). The experiences Stephen has gained managing these projects have helped develop him into a first-class Project Manager.

Whenever dealing with conflicts such as claims against parties, distribution of blame to designers for errors, a dissatisfied public, or environmental challenges there are several approaches that can be taken to minimize delays, cost, and public inconvenience. Some of these strategies often used by Mr. Ho include maintaining healthy relationships with the community, actively seeking future potential challenges, creative problem solving, and transparency in communication.

Through years of experiences, Stephen and EXP's bridge team has developed sensitivity to the environmental impacts of bridge projects. Each bridge construction or rehabilitation project brings its own specific challenges. Some of the most common challenges experienced have included maintenance of traffic, in-water work, time and seasonal constraints, and cost constraints. Often, with proper project management, planning and innovative design details these challenges can be overcome.

**Steve Cormier, P. Eng.**

**Bridge Engineer**

Mr. Cormier will act as the Design Engineer and will assist Stephen Ho in ensuring that all bridge engineering aspects of this assignment are successfully completed in a professional and timely manner and in accordance with applicable design codes requirements. Steve is a dedicated Structural Engineer who brings to the project team his experience and extensive involvement with OSIM bridge inspections, detailed bridge evaluations, construction and repair drawings and specifications. He is familiar with MTO standards and requirements and with the CAN/CSA-S6-14 code.

**Rene Mignault, P. Eng**

**Structural Engineer**

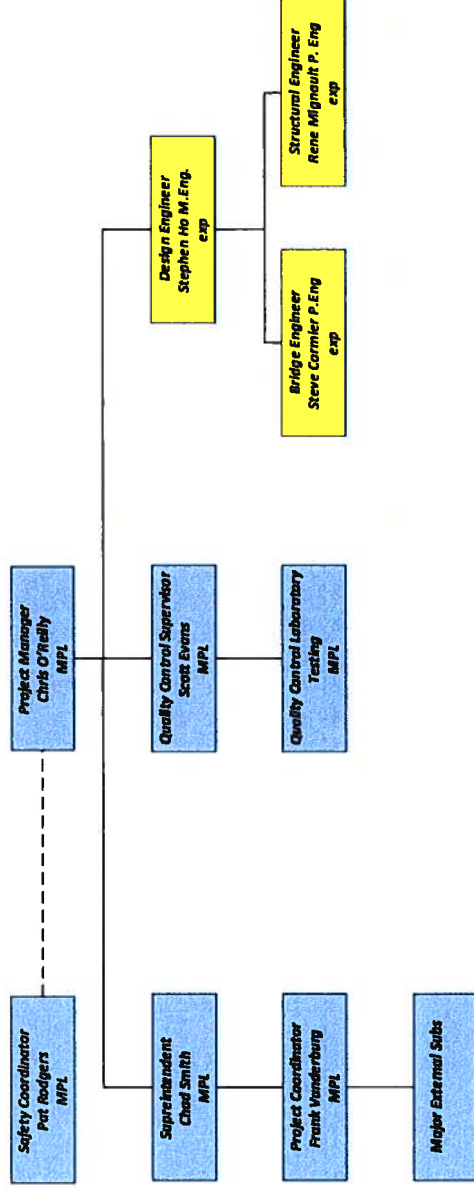
Mr. Mignault will aid the Bridge Team with the bridge structural evaluation, preliminary and final design. Mr. Mignault graduated with his Bachelor of Engineering in 2006 with a fundamentally strong knowledge of structural engineering. He joined EXP in 2018 as a structural engineer. His experience includes assisting in bridge inspections as well as the design of structural systems for the mining and industrial sector..



**Miller Paving Limited  
Organizational Chart**

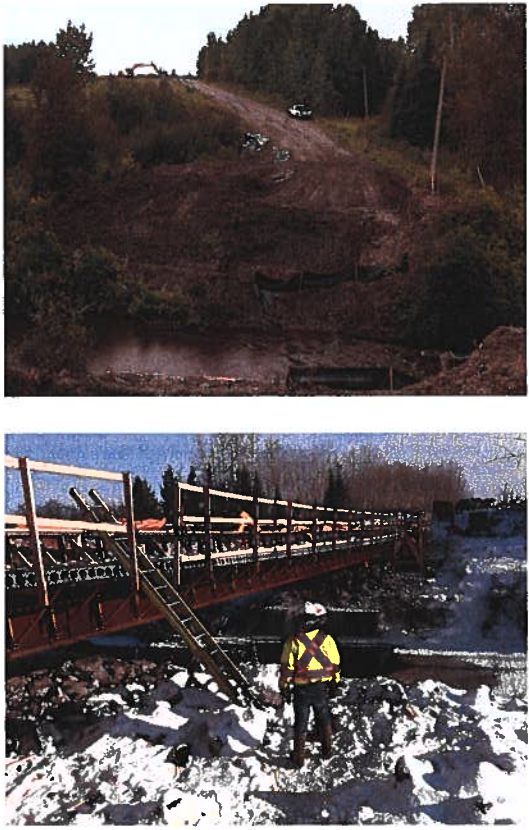


**RFP 001-2019 Golf Course Road  
Bridge Rehab - DB**




## Appendix A

## Borgford Bridge Replacement (Design-Build) Contract No. 2014-10, Kerns Township

	<b>Project Description:</b>
	<p>In Spring 2014 Miller was awarded the contract of the Borgford Bridge Replacement on Maybrook Road in the township of Kearns. The existing structure was single lane built from timber frame and had reached the end of its useful life.</p> <p>The project itself was awarded as design-build which was coordinated with the assistance of Planmac engineering. Demolition began in September 2014 once the new bridge was designed in hopes of hitting optimal weather for dewatering and installation of the steel foundations. Although we did our best to mitigate risks, the biggest challenge occurred with higher than normal precipitation levels in the months of August and September 2013 which meant elevations up to the top of the new designed abutments. Once water levels were under control, the new bridge, consisting of H-Piles, cast in place Abutments &amp; 30m span Bridge Deck was built in 3 short months.</p>
<b>Schedule Performance:</b>	<b>Cost Performance:</b>
Start: September 2014 Completion Date: December 2014	\$1,187,000.00
<b>Client References:</b>	<b>Key Personnel:</b>
expServices Inc. Daren Ridley, CA Steve Ho, Project Engineer Tel: 705-674-9681	Britt Herd, Senior Manager - Project Management / Estimating Chris O'Reilly, Manager - Structures Chris Rick, Project Superintendent Ryan Campsall, Project Coordinator



# Hwy 112 Blanche River Bridge MTO 2017-5119

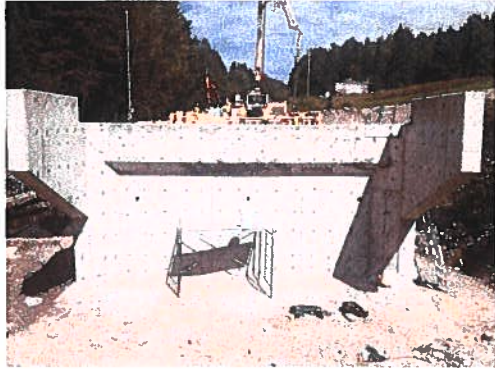
	<p><b>Project Description:</b></p> <p>Highway 112 improvements consisted of Part A, Blanche River Bridge and Structural Culvert Placement and Part B, 3 pipe culverts &amp; a private Entrance. The rehabilitation included full depth removal of the existing asphalt and replacing it with 40mm of binder and 50mm of surface. Miller was awarded the contract. This was a MTO contract, administered through EXP.</p> <p><b>Blanche River Bridge</b> The Bridge Rehab took 7 months to complete. The Rehab was done in 2 Stages, with ETA and Temporary Concrete Barriers involved. Jacking of super structure and thermally sprayed anode were done to extend the longevity of the structure. The Project was completed three weeks ahead of schedule.</p> <p><b>Structural Culvert Placement</b> The operation was performed in July under 24x7 flagging for 5 days. Protection Systems were replaced by flagging through a Change Proposal. Pre-Cast culvert (3000mm x 2700mm) replaced the existing pipe culvert. Culvert Water Proofing and EPA was involved during the process. Dewatering the structure was a challenge due to rain conditions during the construction.</p> <p><b>Centre Line Culvert Placement</b> The operation was performed in June 2018 under 24x7 flagging for 7 days. Detours were constructed in order to place the culverts. Three culverts and a private entrance was constructed in this period. 2481MT of GranA and 4519 MT B2 was used. A private entrance was constructed through a change order.</p>
<p><b>Schedule Performance:</b></p>	<p><b>Cost Performance:</b></p>
<p>Start: Nov 4, 2017 Completion Date: September 3, 2018</p>	<p>\$3,649,108.00,</p>
<p><b>Client References:</b></p>	<p><b>Key Personnel:</b></p>
<p>Ministry of Transportation Ontario William Praskey, CA – 705-679-3282</p>	<p>Britt Herd, Senior Manager - Project Management / Estimating Chris O'Reilly, Manager – Structures Dhruv Desai, Project Coordinator Chad Smith, Project Foremen</p>





# Pautois Creek Bridge Municipality of Calvin

## Project Description:



In 2013, Miller was contracted by the Municipality of Calvin to remove and replace a bridge structure which had reached the end of its useful life. The small 15 meter ridged span bridge was removed and replaced with a steel girder, concrete deck bridge.

For removal, Miller utilized a demolition plan which was had been successful at similar bridge projects. This entailed the existing bridge being cut into sections, removed with a crane, and loaded directly onto a transport to be hauled off-site with little cleanup and no environmental impact.

Once demolition and earth excavation was complete, Abutments and Wingwals were cast in place, one-span Steel Girders were installed, and successively the cast in place Concrete Deck. All backfill and roadwork followed in timely fashion and the new Bridge / Roadway were operational by Fall 2013.

On this project, there was strict MNR protocol regarding appropriate working timeframes which had to be followed. The project started on time with demolition beginning late Spring 2013 and the new construction was completed in its entirety only a few weeks after the original timeline. The minor delay was due to ground conditions and hydrostatic ground pressure.

## Schedule Performance:

Start: Spring 2013  
Completion Date: September 2013

## Cost Performance:

\$600,368.00

## Client References:

Municipality of Calvin  
705-744-2700

## Key Personnel:

Britt Herd, Senior Manager - Project Management / Estimating  
Chris O'Reilly, Manager - Structures  
Mario Cote, Project Foreman  
Tristan McMullan, Project Coordinator / QC Administrator



## Appendix B

ID	Task Name	Duration	Start	Finish	May '19			Jun '19			Jul '19			Aug '19			Sep '19			Oct '19			Nov									
					21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27
1	Project Award	1 day	Tue 5/21/19	Tue 5/21/19																												
2	On site Investigations	25 days	Wed 5/22/19	Tue 6/25/19																												
3	Design Stage	55 days	Wed 5/22/19	Tue 8/6/19																												
4	Mobilization to Site	1 day	Wed 8/7/19	Wed 8/7/19																												
5	Demolition	21 days	Thu 8/8/19	Thu 9/5/19																												
6	Concrete Work; Jacking; Bearings	40 days	Fri 8/30/19	Thu 10/24/19																												
7	Hot Mix Paving	2 days	Fri 10/25/19	Mon 10/28/19																												
8	Approaches/Guide R&S	5 days	Tue 10/29/19	Mon 11/4/19																												
9	Completion	1 day	Tue 11/5/19	Tue 11/5/19																												



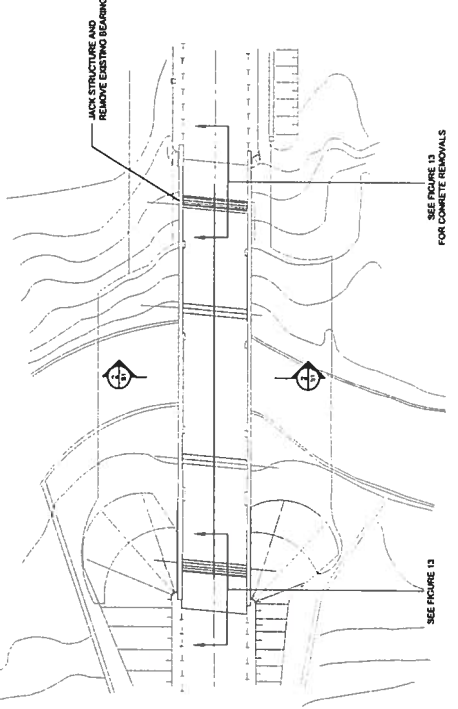
Project: GolfCourseRoadWestBrid  
Date: Mon 4/22/19

Task		Inactive Task		Start-only	
Split		Inactive Milestone		Finish-only	
Milestone		Inactive Summary		Deadline	
Summary		Manual Task		Progress	
Project Summary		Duration-only		Manual Progress	
External Tasks		Manual Summary Rollup			
External Milestone		Manual Summary			

## Appendix C

PLAN ONLY (APPROXIMATE)

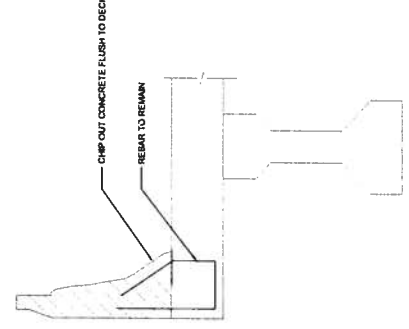
CHANGING CONJECTURE FROM OBSERVATION. ALL DIMENSIONS SHALL BE VERIFIED BY FIELD MEASUREMENT. CONSTRUCTION SHALL BE AS SHOWN UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.



SEE FIGURE 13 FOR CONCRETE REMOVALS

1 BRIDGE PLAN VIEW  
SCALE: 1/8" = 1'-0"

2 SECTION A  
SCALE: 1/8" = 1'-0"



3 DETAIL A  
SCALE: 1/8" = 1'-0"

**GENERAL NOTES**

- REINFORCING STEEL SHALL BE GRADE 400 AND SHALL BE COMPLIANT WITH CANADIAN STANDARDS ASSOCIATION C308.
- CLASS OF CONCRETE SHALL BE 25 MPa FOR ALL STRUCTURES UNLESS OTHERWISE NOTED.
- PRESTRESSED GIRDERS SHALL BE 25 MPa PRESTRESSING STEEL UNLESS OTHERWISE NOTED.
- CLAS CONCRETE TO REINFORCING STEEL SHALL BE 25 MPa UNLESS OTHERWISE NOTED.
- MIN. COVER TO REINFORCING STEEL SHALL BE 25 mm FOR ALL STRUCTURES UNLESS OTHERWISE NOTED.
- MIN. COVER TO PRESTRESSING STEEL SHALL BE 25 mm FOR ALL STRUCTURES UNLESS OTHERWISE NOTED.
- MIN. COVER TO REINFORCING STEEL SHALL BE 25 mm FOR ALL STRUCTURES UNLESS OTHERWISE NOTED.
- MIN. COVER TO PRESTRESSING STEEL SHALL BE 25 mm FOR ALL STRUCTURES UNLESS OTHERWISE NOTED.

DESIGN SPECIFICATIONS: ONTARIO HIGHWAY BRIDGE DESIGN CODE, 1975

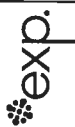
NO.	REVISED	DATE	BY
1	ISSUE	12/15/2011	REVISION

THE CITY OF  
TEMISKAMING SHORES  
CHESTER CREEK  
BRIDGE REHAB

PROJECT NO.: 999-0006250-PP  
DRAWING TITLE: REMOVALS

DESIGNED	SCALE
CHECKED	INDICATED
DRAWN	PLAN NO.
IN CHARGE	NO.
APPROVED	DATE

EXP CONSULTING INC.  
1700 15TH AVE NW  
CALGARY, ALBERTA T2M 2L6  
CANADA  
www.exp.ca



DATE: 11/19/14

PLAN ONLY (APPROXIMATE)

CAUTION: DO NOT SCALE DRAWINGS. DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE BRIDGE. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS NOTED OTHERWISE. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS NOTED OTHERWISE. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS NOTED OTHERWISE. ALL DIMENSIONS SHALL BE TO THE FACE UNLESS NOTED OTHERWISE. ALL DIMENSIONS SHALL BE TO THE CENTERLINE UNLESS NOTED OTHERWISE.

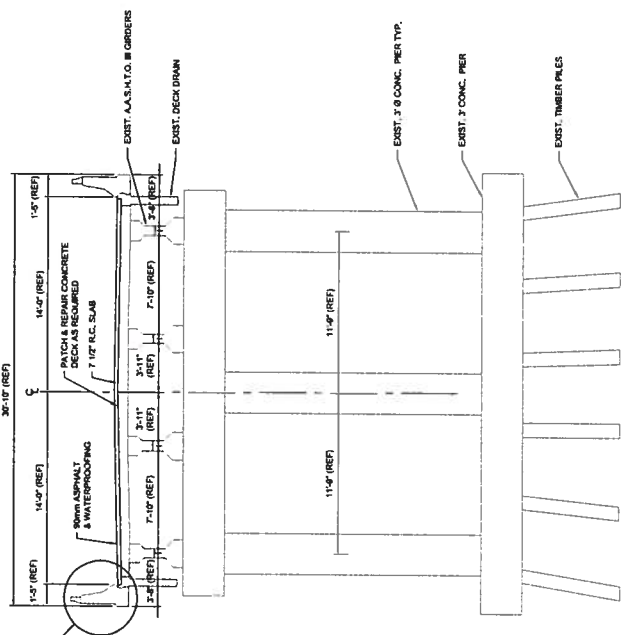
GENERAL NOTES

REINFORCING STEEL  
ALL REINFORCING STEEL SHALL BE GRADE 60  
METRIC BARS AND CONFORM TO C.S.A.  
STANDARD FOR THE BARS.

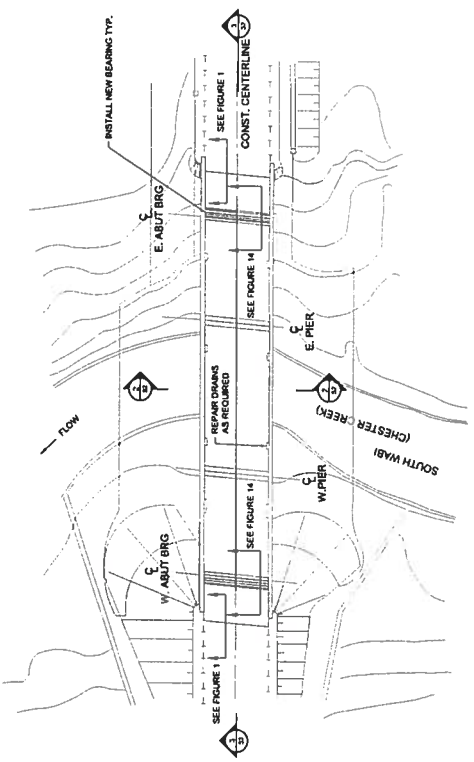
CLASS OF CONCRETE  
PRESTRESSED GIRDERS 50 MPa  
CONCRETE PIER, 1. BARRIER WALLS 30 MPa  
REMAINDER

SLAB COVER TO REINFORCING STEEL  
AS NOTED  
PER COLUMNS & APPROACH SLABS  
DECK SLAB - 7" TO TOP OF  
AND/OR AS NOTED

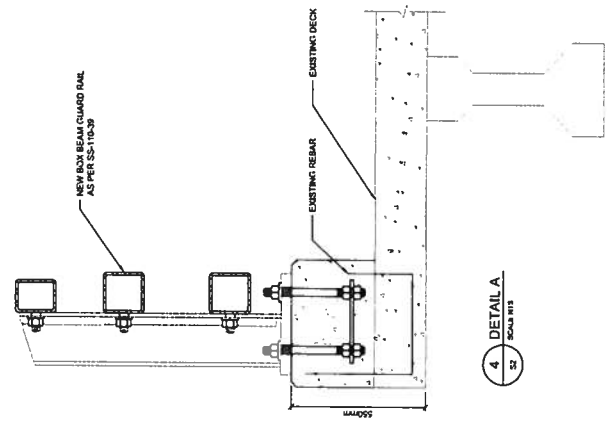
CONSTRUCTION NOTES  
REMOVE THE BEARING SEATS  
DEAD LEVEL TO THE SPECIFIED ELEVATIONS TO A  
TOLERANCE OF  $\pm 1/8"$   
NO CONCRETE SHALL BE PLACED ABOVE THE ABUTMENT  
BEARING SEATS UNTIL THE CONCRETE IN THE DECK HAS  
BEEN PLACED.  
DESIGN SPECIFICATIONS:  
ONTARIO HIGHWAY BRIDGE DESIGN CODE, 1979



1 PLAN VIEW  
SCALE: 1/8" = 1'-0"

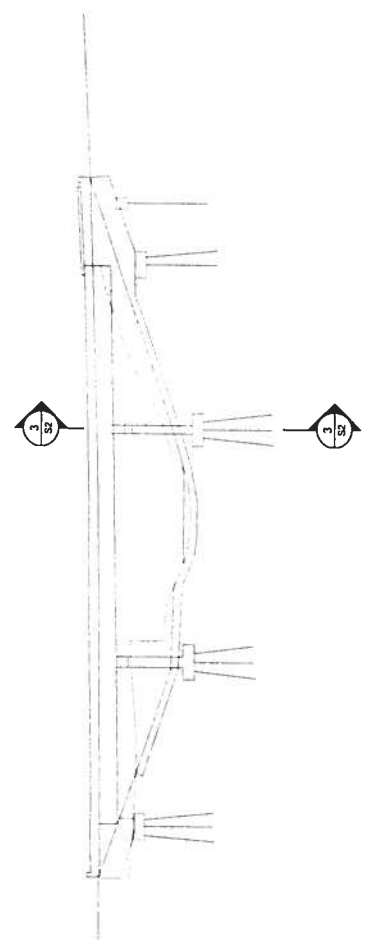


2 SECTION B  
SCALE: 1/8" = 1'-0"



3 SECTION C  
SCALE: 1/8" = 1'-0"

4 DETAIL A  
SCALE: 1/8" = 1'-0"



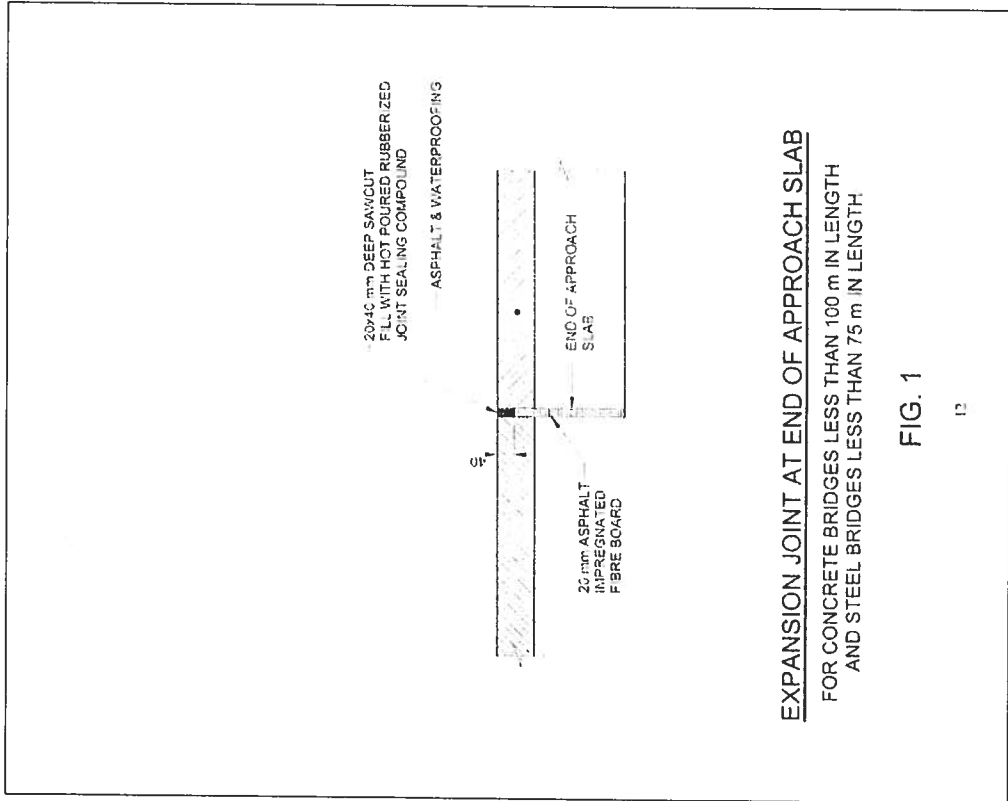
2 SECTION B  
SCALE: 1/8" = 1'-0"

NO.	DATE	REVISION	BY
1		ISSUED FOR TENDER	

CLIENT: THE CITY OF TEMISKAMING SHORES  
PROJECT TITLE: CHESTER CREEK BRIDGE REHAB  
PROJECT NO.: 959-00065250-PP  
DRAWING TITLE: NEW CONSTRUCTION

DESCRIPTION	SCALE	INDICATED	DATE	BY
DESIGNED				
DRAWN				
CHECKED				

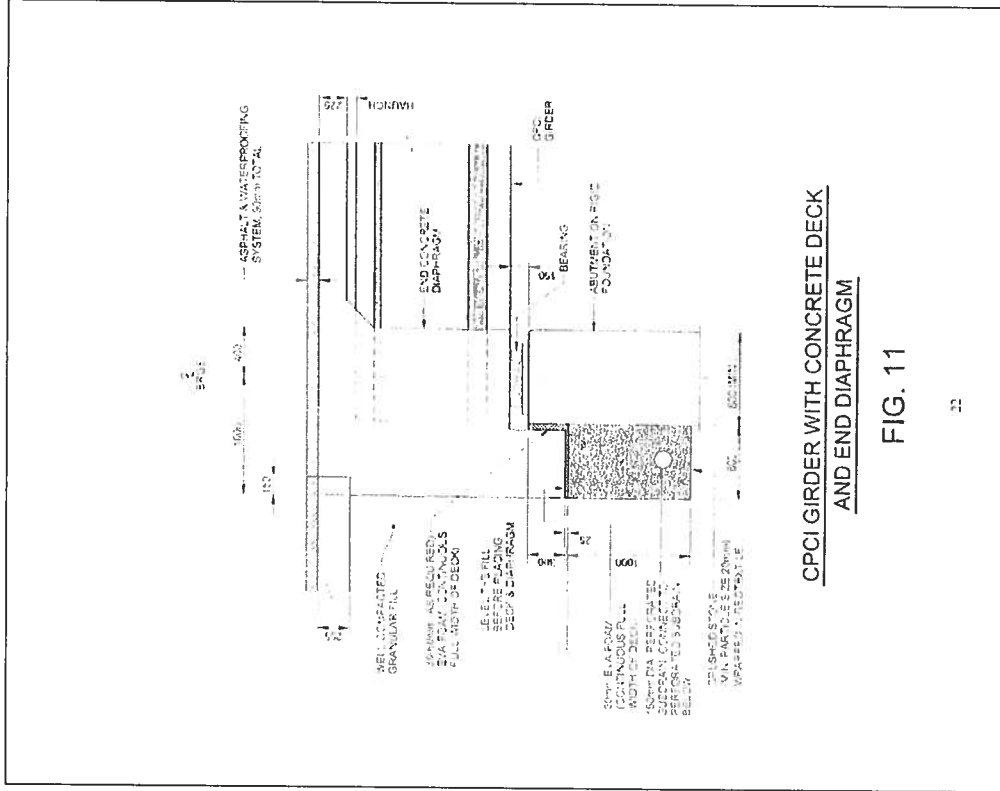
EXP CONSULTING INC.  
1100 BAYVIEW AVE. #1111  
SCARBOROUGH, ONT. M1B 3Y9  
www.exp.ca



**EXPANSION JOINT AT END OF APPROACH SLAB**

FOR CONCRETE BRIDGES LESS THAN 100 m IN LENGTH  
AND STEEL BRIDGES LESS THAN 75 m IN LENGTH

**FIG. 1**



**CPCI GIRDER WITH CONCRETE DECK AND END DIAPHRAGM**

**FIG. 11**

PLAN ONLY (APPROXIMATE)

CAUTION: DO NOT SCALE DRAWINGS. DIMENSIONS SHALL BE TAKEN FROM THE DIMENSION LINES. DIMENSIONS NOT SHOWN ARE TO BE TAKEN FROM THE DIMENSION LINES. DIMENSIONS NOT SHOWN SHALL BE TAKEN FROM THE DIMENSION LINES. DIMENSIONS NOT SHOWN SHALL BE TAKEN FROM THE DIMENSION LINES.

4 SEP. 2017

PREPARED BY: [Redacted]

ALL DIMENSIONS ARE IN METERS UNLESS NOTED OTHERWISE.

NO.	REVISION	DATE
1	ISSUED FOR TENDER	2017
2	REVISION	2017

PROJECT TITLE  
THE CITY OF  
TEMISKAMING SHORES

CHESTER CREEK  
BRIDGE REHAB

PROJECT NO.  
999-00665250-PP

STANDARD FIGURES

DESIGNED	RM	CHECKED	N/A
DRAWN	JC	DESIGNED	SI
SCALE	N/A	DATE	2017

EXP Services INC.  
27 INDUSTRIAL AVENUE  
MONTREAL, QUEBEC H3T 1W6  
Canada  
www.exp.ca

**exp.**

ORIENTATION

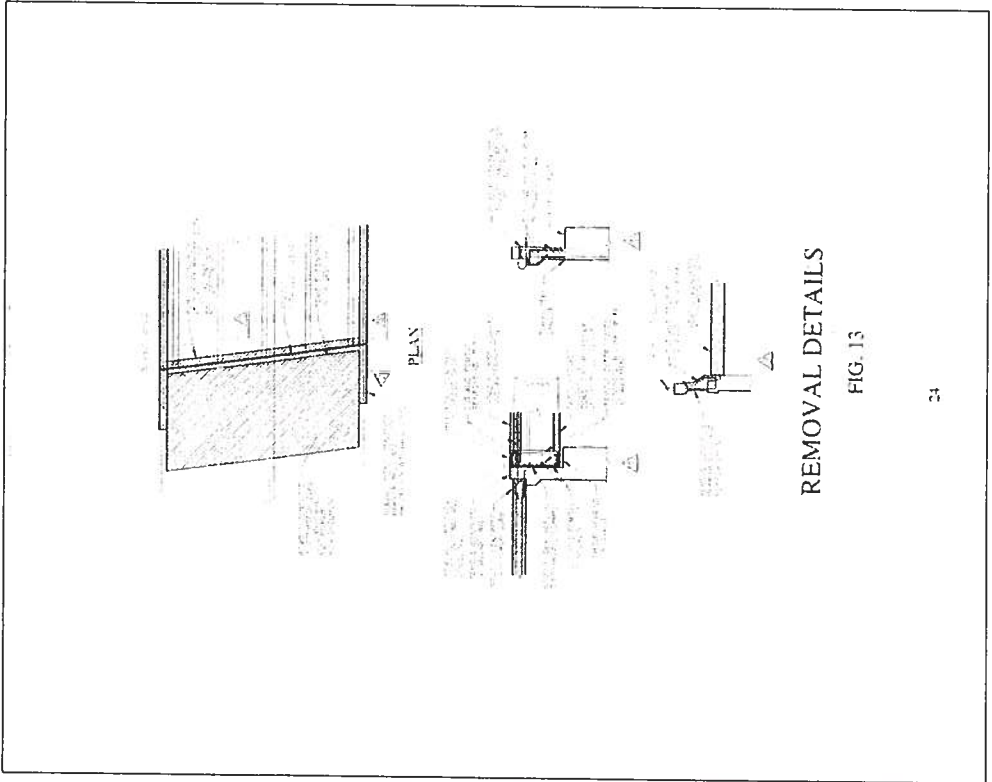
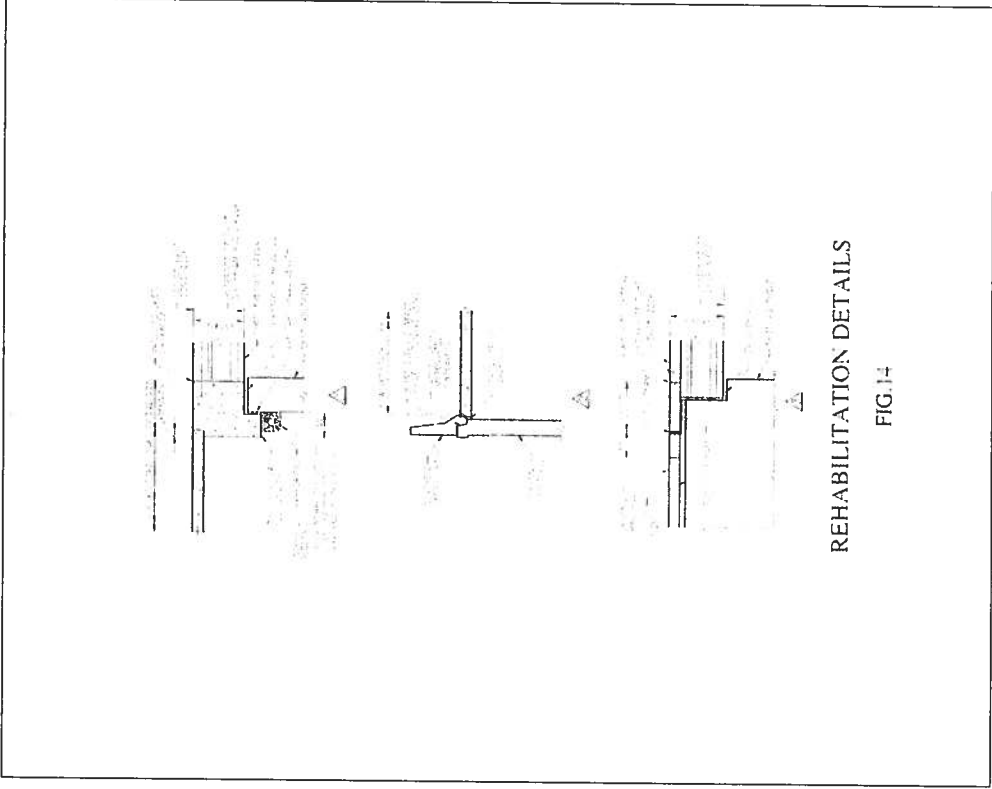
PLAN ONLY (APPROXIMATE)

CAUTION: DO NOT SCALE DIMENSIONS.  
THIS PLAN IS APPROXIMATE. THE USER SHALL VERIFY ALL DIMENSIONS AND LOCATIONS IN THE FIELD. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND REGULATIONS FROM THE APPROPRIATE AGENCIES.

DATE: 2017

DESIGNER'S NOTES:

1. ALL DIMENSIONS SHALL BE IN FEET AND INCHES UNLESS NOTED OTHERWISE.



NO.	ISSUED FOR	DATE	BY
1	ISSUED FOR PERMIT	REVISION	
CLIENT			
PROJECT TITLE			
THE CITY OF			
TEMISKAMING SHORES			
CHESTER CREEK			
BRIDGE REHAB			
PROJECT NO. 999-0069250-PP			
DRAWING TITLE			
STANDARD FIGURES 2			

REHABILITATION DETAILS  
FIG. 14

REMOVAL DETAILS  
FIG. 13

EXP SOLUTIONS INC.  
10000 14th Avenue NW  
Edmonton, Alberta T6E 4E4  
Canada  
www.exp.com







T-1

**CITY OF TEMISKAMING SHORES  
REQUEST FOR PROPOSAL PW-RFP-001-2019  
GOLF COURSE ROAD BRIDGE REHABILITATION – DESIGN BUILD**

PROPOSAL CLOSING DATE: APRIL 9<sup>th</sup>, 2019 @ 2:00 P.M. LOCAL TIME.

PROPOSAL PW-RFP-001-2019: GOLF COURSE ROAD BRIDGE REHAB. – DESIGN BUILD

COMPLETED PROPOSAL SHALL BE SUBMITTED TO:

Corporation of the City of Temiskaming Shores  
325 Farr Drive,  
Haileybury, Ontario,  
P0J 1K0

Attention: Mr. Dave Treen, City Clerk

BY: Miller Paving Limited

Name of Firm or Individual (hereinafter referred to as the Design-builder)

704024 Rockley Road New Liskeard, ON P0J 1P0

Address

Britt Herd

Name of Person Signing for Firm

Senior Manager, Estimating & Contracts - Northern Group

Office of Person Signing for Firm



T-2

Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Attention: Mr. Dave Treen, City Clerk

RE: Submission to Request For Proposal - PW-RFP-001-2019  
Golf Course Road Bridge Rehabilitation – Design Build

The Design-builder has carefully examined the Provisions, Plans, Specifications, and Conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions attached hereto as part of this Proposal and has carefully examined the site and location of the work to be done under this Contract and the Design-builder understands and accepts the said Provisions, Plans, Specifications and Conditions, and for the prices set forth in this Proposal, hereby offers to provide full and complete design and furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Schedule.

Attached to this Proposal is a certified cheque or a bid bond in the amount required by the Special Provisions, made payable to the City of Temiskaming Shores, hereinafter also referred to as the Owner. The proceeds of this cheque shall, upon acceptance of the Proposal, constitute a deposit which shall be forfeited to the Owner if the Design-builder fails to file with the Owner a completed 100% Performance Bond and an executed Form of Agreement for the performance of the work prepared by the Owner in accordance with this Proposal and the Provisions, Plans, Specifications and Conditions referred to in the said Schedule within ten (10) days from the date of Acceptance of the Proposal.

Notification of Acceptance may be given and delivery of the Form of Agreement made by prepaid post addressed to the Design-builder at the address contained in this Proposal.

T-3

In accordance with the first paragraph of this Proposal, the Design-builder hereby offers to complete the work specified in Request for Proposal PW-RFP-001-2019 for the following prices.

Item No.		Item	Unit	Qty	Unit Price	Total
<b>Part A – Engineering and Design</b>						
A-1		Geotechnical Investigation / Analysis	LS	100%	\$12,000.00	\$12,000.00
A-2		Deck Condition Survey	LS	100%	\$6,000.00	\$6,000.00
A-3		Structure Design / Engineering	LS	100%	\$42,000.00	\$42,000.00
A-4		Roadway Design / Engineering	LS	100%	\$18,000.00	\$18,000.00
<b>Part B - Construction</b>						
B-1		Bridge Foundation and Abutments	LS	100%	\$112,815.00	\$112,815.00
B-2		Bridge Approaches (Incl. Roadway Grading & Resurfacing)	LS	100%	\$166,125.00	\$166,125.00
B-3		Bridge Barrier Wall Repairs	LS	100%	\$209,245.00	\$209,245.00
B-4		Bridge Deck Repairs (Incl. Waterproofing and Resurfacing)	LS	100%	\$227,465.00	\$227,465.00
B-5		Bridge Expansion Joint Repairs	LS	100%	\$2,150.00	\$2,150.00
B-6		Slope Stabilization and Erosion Protection	LS	100%	\$1,500.00	\$1,500.00
B-7		Environmental Protection during Construction	LS	100%	\$17,850.00	\$17,850.00
<b>Part C – Contingency Allowance</b>						
C-1		Project Contingency	LS	100%	\$30,000.00	\$30,000.00

**Sub-Total**           \$845,150.00          

**HST 13%**           \$ 109,869.50          

**Total Proposal Price**           \$955,019.50



T-4

OWNER'S RIGHT

The Owner reserves the right to delete any part(s) of the work without prejudice to the bid unit prices of the remaining work.

The Owner also reserves the right to reject any proposal, including any which, in the Owner's sole opinion, fail to demonstrate sufficient prior experience in similar design-build contract.

PROPOSAL AWARD

Proposal award is subject to approval of Council and receiving of all necessary permits. Lowest or any proposal not necessarily accepted.

SCHEDULE OF PROVISIONS, PLANS, SPECIFICATIONS AND CONDITIONS

The engineering and construction work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions.

A. SPECIAL PROVISIONS

- 'A' Proposal and Bonding Requirements - Attached
- 'B' Special Provisions for Contract - Attached
- 'C' Liquidated Damages - Attached

B. PLANS - Attached

- S-1 General Arrangement
- S-2 Approach Plan and Profile

C. STANDARD SPECIFICATIONS

- Ontario Provincial Standard Specifications, copy of Ontario Provincial Standard Specifications can be found on [www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage)
- Canadian Highway Bridge Design Code
- MTO Structural Manual

D. GENERAL CONDITIONS

Ontario Provincial Standard General Conditions of Contract, OPSS MUNI 100, Nov. 2006 (Not Attached)



T-5

SIGNED STATEMENT BY THE PROPONENT THAT THE PROPOSAL IS PREPARED  
AND SUBMITTED WITHOUT COLLUSION OR DECEIT

The Proponent expressly warrants that the prices contained in his Proposal whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Proponent expressly represents that he is not part or privy to any deceit tending to mislead the Owner into accepting his Proposal as a truly competitive proposal whether to the prejudice, injury or benefit of the Owner.

THE DESIGN-BUILDER BY THIS PROPOSAL OFFERS TO COMPLETE THIS WORK IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT New Liskeard THIS 23rd DAY OF April 2019

WITNESS

Signature of Authorized Person Signing for Proponent

Britt Herd, Senior Manager - Estimating & Contracts

Name and Position

# Memo

**To:** Mayor and Council  
**From:** Douglas Walsh, Director – Public Works  
**Date:** May 21, 2019  
**Subject:** Final Reading By-law 2019-063 - Asset Management Policy  
**Attachments:** 01 – Final Draft - Temiskaming Shores Asset Management Policy

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Mayor and Council:

On April 16, 2019 Council received and considered Memo 004-2019-PW which included an Attachment (Appendix 03) being a “Draft Copy” of the proposed *Temiskaming Shores Asset Management Policy* (Policy).

At that time First and Second reading of the By-law 2019-063 was given to establish the Policy and Council was requested to further review the document and provide comments prior to the Regular Meeting of Council on May 7, 2019.

Since that time, Staff has not received any feedback from Council or the Public regarding the “Draft” Policy and are now recommending that Third and Final reading be considered at the May 21, 2019 Regular Meeting, as required and that following approval by Council, the Policy be posted on the City’s website, in accordance with Ontario Regulation 588/17 and prior to the July 1<sup>st</sup>, 2019 deadline.

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

# City of Temiskaming Shores - Asset Management Policy

## 1.0 Terms & Definitions

In this policy the following definitions are used:

**“Asset”** - An item, thing or entity that has potential or actual value to an organization.

**“Asset Management” (AM)** – The coordinated activity of an organization to realize value from assets. It considers all capital asset types, and includes all activities involved in the asset’s life cycle from planning and acquisition/creation; to operational and maintenance activities, rehabilitation, and renewal; to replacement or disposal and any remaining liabilities. Asset management is holistic and normally involves balancing costs, risks, opportunities and performance benefits to achieve the total lowest lifecycle cost for each asset

**“Asset Management Plan” (AMP)** – Documented information that specifies the activities, resources, and timescales required for an individual asset, or a grouping of assets, to achieve the organization’s asset management objectives. Under O. Reg. 588/17, by 2023 AMPs for core municipal infrastructure assets will be required to include: the current levels of service being provided; the current performance of each asset category; a summary of assets in each asset category, their replacement cost, average age, condition information, and condition assessment protocols; lifecycle activities required to maintain current levels of service; discussion of population and economic forecasts; and documentation of processes to make inventory and condition related background information available to the public.

**“Asset Management Steering Committee”** – The City has developed a steering committee to assist in developing and administering the Asset Management Plan. The Asset Management Steering Committee is comprised of the following positions: Director of Public Works; Director of Recreation; Director of Corporate Services; Treasurer; and City Manager. Additional staff may be delegated to participate as appropriate.

**“Capitalization Thresholds”** — The City’s Asset Management Policy applies to all assets whose role in service delivery requires deliberate management by the Municipality. The Service-focus intent of this policy differentiates its requirements for identifying assets from the capitalization thresholds which are developed for the purposes of financial reporting. For this reason, the capitalization threshold developed for financial reporting will not be the guide in selecting the assets covered by the asset management planning process.

**“Green infrastructure asset”** – An infrastructure asset consisting of natural or human-made elements that provide ecological and hydrological functions and processes and

includes natural heritage features and systems, parklands, stormwater management systems, trees, urban forests, natural channels, permeable surfaces and green roofs.

**“Level of service” (LOS)** – Parameter or combination of parameters, which reflect social, political, environmental and economic outcomes that the organization delivers. Parameters can include, but are not necessarily limited to, safety, customer satisfaction, quality, quantity, capacity, reliability, responsiveness, environmental acceptability, cost, and availability.

**“Lifecycle activities”** – Activities undertaken with respect to a municipal infrastructure asset over its service life, including constructing, maintaining, renewing, operating and decommissioning, and all engineering and design work associated with those activities.

**“Municipal infrastructure asset”** – An infrastructure asset, including a green infrastructure asset, directly owned by a Municipality or included on the consolidated financial statements of a Municipality, but does not include an infrastructure asset that is managed by a joint municipal board and/or corporation.

## **2.0 Policy Purpose**

The purpose of this policy is to provide leadership in and commitment to the development and implementation of the City’s asset management program. It is intended to guide the consistent use of asset management across the organization, to facilitate logical and evidence-based decision-making for the management of municipal capital infrastructure assets and to support the delivery of sustainable community services now and in the future.

By using sound asset management practices, the City aspires to ensure that municipal capital infrastructure assets meet expected performance levels and provide desired service levels in an efficient and effective manner.

This policy demonstrates a commitment to the stewardship of municipal capital infrastructure assets and to improved accountability and transparency.

## **3.0 Policy Statement**

The City of Temiskaming Shores aims to uphold the following policy statements in managing its capital infrastructure:

1. The City will implement a municipal-wide Asset Management Program that will promote lifecycle and risk management of the City’s capital infrastructure assets. A primary goal will be to achieve the lowest total cost of ownership while meeting desired levels of service. Levels of service (LOS) refer to the outcomes or service attributes that the City



aims to deliver for its residents and can include both technical and qualitative components.

2. The City will implement continuous improvement protocols and adopt best practices regarding asset management planning, including:

- i. Comprehensive and Accurate Asset Data
- ii. Condition Assessment Protocols
- iii. Risk and Criticality Models
- iv. Lifecycle Management
- v. Financial Strategy Development
- vi. Level of Service Framework

3. The City will develop and maintain an asset inventory of all municipal capital infrastructure assets which includes unique ID; description; location information; value (both historical and replacement); performance characteristics and/or condition; estimated remaining life and estimated repair, rehabilitation or replacement date; and estimated repair, rehabilitation or replacement costs.

4. The City will develop and maintain an Asset Management Plan that incorporates all infrastructure categories and municipal capital infrastructure assets as per the legislated requirements. The capitalization threshold guidelines in the City's Tangible Capital Asset Policy will be applied as a baseline. The Asset Management Plan will address its core municipal capital infrastructure assets by July 1, 2021 and all other municipal capital infrastructure assets by July 1, 2023. The Asset Management Plan will be updated at least every five years thereafter in accordance with O. Reg. 588/17.

5. The City will integrate asset management plans and practices with its long-term financial planning and budgeting strategies. This includes the development of financial plans that determine the level of funding required to achieve short-term operating and maintenance needs, in addition to long-term funding needs to replace and/or renew municipal capital infrastructure assets based on full lifecycle costing.

6. The City will identify appropriate funding for its capital infrastructure and for financing service delivery. This may include taxation or user fee revenues, grant programs, debt-financing, public-private partnerships (P3), alternative financing and procurement (AFP), or the shared provision of services.

7. The City will develop meaningful performance metrics and reporting tools to transparently communicate and display the current state of asset management practice to Council and the community.

8. The City will consider the risks and vulnerabilities of municipal capital infrastructure assets to climate change and the actions that may be required, including, but not limited to: anticipated costs that could arise from these impacts, adaptation opportunities, mitigation approaches, disaster planning, and contingency funding. Impacts may include matters relating to operations, levels of service and lifecycle management.

9. The City will ensure that asset management planning is aligned with the following financial plans:

- i. Financial reports related to the City's water capital assets, including any financial plans prepared under the Safe Drinking Water Act, 2002; long-range capital plans developed as part of an Asset Management Plan; and annual Water Regulation and Rating By-laws.
- ii. Financial reports related to the City's wastewater capital assets, including long-range capital plans developed as part of an Asset Management Plan; and annual Wastewater Regulation and Rating Bylaws.
- iii. Water & Wastewater Rate Studies and subsequent updates to these studies.
- iv. Future Development Charge Background Studies and Bylaws and subsequent updates to these studies and bylaws.
- v. Current Long Range Financial Plan and subsequent updates.

10. The City will align asset management planning with the Province of Ontario's land-use planning framework, including any relevant policy statements issued under section 3(1) of the Planning Act; shall conform with the provincial plans that are in effect on that date; and shall be consistent with municipal official plans.

11. The City will coordinate planning for interrelated municipal capital infrastructure assets with separate ownership structures by pursuing collaborative opportunities with neighbouring municipalities and jointly-owned municipal bodies wherever viable and beneficial.

12. The City will develop processes and provide opportunities for municipal residents and other interested parties to offer input into the City's asset management planning, where appropriate.

13. The City's Asset Management Plan will be developed and administered by the Asset Management Steering Committee.

#### **4.0 Policy Scope**

This policy applies to all departments involved in planning, maintaining, or operating the City's capital infrastructure assets.

The City is responsible for providing a range of services to the community, including but not limited to: transportation networks and infrastructure; storm water management; potable water; wastewater collection and treatment; fire & emergency services; and recreation opportunities. To deliver these services, the City owns and manages a diverse capital infrastructure asset portfolio including but not limited to roads, bridges, culverts, parks, watermains, reservoirs, wells, sanitary and storm sewers, water and wastewater treatment plants, trails, libraries, recreational facilities and equipment.

Asset management refers to the set of policies, practices and procedures that enable the City to realize maximum value from its capital infrastructure assets. The City is responsible for operating and maintaining machinery, equipment, and other capital assets to support the delivery of services to residents. The City recognizes the importance of implementing an effective approach to the management of its capital infrastructure assets in order to maximize asset lifecycles cost-effectively and deliver appropriate levels of service for residents.

The City's Asset Management Plan will align with provincial legislation, such as the Infrastructure for Jobs and Prosperity Act and the Planning Act and its regulations.

The approval of this policy is an important step towards integrating the City's strategic mission, vision and goals with its Asset Management Program and ensuring that critical municipal capital infrastructure assets and vital services are maintained and provided to the community in a reliable, sustainable manner.

## **5.0 Policy Principles**

In Section 3 of the *Infrastructure for Jobs and Prosperity Act, 2015* the following principles are set out to guide asset management planning in municipalities in Ontario. Temiskaming Shores will strive to incorporate the following principles whenever possible into the day to day operation of the Municipality:

- Forward looking: The decision-makers shall take a long-term view when considering infrastructure planning and investment while consider the needs of citizens by being mindful of, among other things, demographic and economic trends.
- Budgeting and planning: Infrastructure planning and investment shall consider any applicable budgets or fiscal plans, including those adopted through Ontario legislation.
- Prioritizing: Infrastructure priorities shall be clearly identified in order to better inform decision-makers with respect to infrastructure investment decisions.
- Economic Development: Infrastructure planning and investment shall promote economic competitiveness, productivity, job creation and training opportunities.
- Transparency: Infrastructure planning and investment shall be evidence based and transparent, and, subject to any restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of information.

1) investment decisions regarding infrastructure shall be made on the basis of information that is either publicly available or is made available to the public, and

2) information with implications for infrastructure planning shall be shared between the Municipality and broader public sector entities, and should factor into investment decisions respecting infrastructure.

- Consistency: Infrastructure planning and investment shall ensure the continued provision of core public services, such as health care and education.
- Environmentally conscious: Infrastructure planning and investment shall minimize the impact of infrastructure on the environment, respect ecological and biological diversity, and support resilience to climate change.
- Health and safety: Infrastructure planning and investment shall ensure that the health and safety of workers involved in the construction and maintenance of infrastructure assets is protected.
- Community focused: Infrastructure planning and investment shall promote community well-being, such as local job creation and training opportunities, improvement of public spaces, accessibility for persons with disabilities or other relevant benefits identified by the City and community.
- Innovation: Infrastructure planning and investment shall foster innovation by creating opportunities to make use of innovative technologies, services and practices, particularly where doing so would utilize technology, techniques and practices developed in Ontario.
- Integration: Where provincial or municipal plans or strategies have been established in Ontario, under an Act or otherwise, but do not bind or apply to the Municipality, as the case may be, the Municipality shall nevertheless be mindful of those plans and strategies and make investment decisions regarding infrastructure that support them, to the extent that they are relevant.
- Risk-based: Direct our resources, expenditures, and priorities in a way that achieves the established levels of service & benefits at an acceptable level of risk.
- Compliant: Comply with all relevant legislative, regulatory and statutory requirements.

## **6.0 Guidelines and Practises**

### **Strategic Alignment**

The City of Temiskaming Shores will be, or has previously developed and adopted a Strategic Plan, an Official Plan, an Emergency Management Plan, a Multi-Year Accessibility Plan, a Community Improvement Plan, and an Asset Management Plan. These plans are designed to meet the legislative requirements and work together to achieve the municipality's mission of providing innovation and excellence in service delivery. Spending requirements defined in the budgeting process and in long-term financial planning will reflect the objectives of these plans.

All of the City's plans rely, to some extent, on the physical assets owned by the City and the commitment of staff to ensure their strategic use. This includes the long-term maintenance, repair, and replacement of existing assets along with the acquisition of new assets to meet the evolving needs of the municipality.

Asset management planning therefore will not occur in isolation from other municipal goals, plans and policies.

### **Stakeholder Engagement**

The City recognizes the importance of stakeholder engagement as an integral component of a comprehensive asset management approach. The Municipality recognizes the residents, businesses and institutions in its community as stakeholders and neighboring municipal bodies, provincial agencies, and regulated utilities partners in service delivery. Accordingly, Temiskaming Shores will foster informed dialogue with these parties using the best available information and engage with them by:

- Providing opportunities for residents and other stakeholders served by the Municipality to provide input in asset management planning; and
- Coordinating asset management planning with other infrastructure asset owning agencies such as municipal bodies and regulated utilities.

### **Community Planning**

Asset management planning will be aligned with the City's Official Plan and the Provincial Policy Statement of the Planning Act. The Asset Management Plan will reflect how the community is projected to change with respect to development. The Municipality will achieve this by consulting with those responsible for managing the services to analyze the future costs and viability of projected changes. The combination of lifecycle analysis and financial sustainability principles will be the driver in the selection of community development or redevelopment that requires new assets, or existing asset enhancements. Methods, assumptions, and data used in the selection of

projected changes should be documented to support the recommendations in the Asset Management Plan.

Cross-referencing the Municipality's Official Plan and the Asset Management Plan will ensure that development occurs within the Municipality's means through an understanding of current and future asset needs.

## **Climate Change**

Climate change will be considered as part of the Municipality's risk management approach embedded in local asset management planning methods. This approach will balance the potential cost of vulnerabilities to climate change impact and other risks with the cost of reducing these vulnerabilities. Bolstering resilience to climate change includes adapting to opportunities to manage vulnerabilities, anticipating possible costs to support contingency funds, and disaster planning to allow for business continuity. These actions will be taken in addition to acquiring or modifying assets based on greenhouse gas reduction targets. The City will continue to work with our stakeholders to support climate change mitigation and adaptation.

## **Scope and Capitalization Thresholds**

This policy applies to all assets owned by the Municipality whose role in service delivery requires deliberate management by the Municipality. The Municipality will use a service-based (qualitative) perspective when applying this policy to municipal assets, rather than a monetary value (quantitative). The service-focus intent of this policy differentiates its requirements for identifying assets from the capitalization thresholds that are developed for the purposes of financial reporting. For this reason, the capitalization threshold developed for financial reporting will not be the guide in selecting the assets covered by the asset management planning process.

## **Financial Planning and Budgeting**

The Municipality will integrate asset management planning into the annual capital budget, operating budget, and its long-term financial plan. The Asset Management Plan will be used as a resource in order to:

- Identify all potential revenues and costs (including operating, maintenance, replacement and decommissioning) associated with forthcoming infrastructure asset decisions; and
- Evaluate the validity and need of each significant new capital asset, including considering the impact on future operating costs; and incorporate new revenue tools and alternative funding strategies where possible.

The department level budget submission prepared by each Senior Manager will be reviewed and evaluated by the City Manager and Treasurer in the preparation of the Municipality's annual budget. Service area personnel will reference the Asset

Management Plan for their area in order to look up forecasted spending needs identified in the plan, verify progress made on the plan to identify potential gaps, and prioritize spending needs, across the gap identified in the plan and recent developments, for the year to be budgeted for. Finance staff will be involved in the asset management planning process to coordinate the information from the service personnel in the preparation of the budget submission.

For the purposes of managing water and wastewater assets, the water and wastewater financial plans will be used as a basis for establishing user fees, and master plans will be referenced in order to ensure alignment with the budgeting process.

## **7.0 Governance and Continuous Improvement**

The policy requires the commitment of key stakeholders within the Municipality's organization to ensure the policy guides the development of a clear plan that can be implemented, reviewed and updated.

The Council is entrusted with the responsibility of overseeing, on behalf of citizens, a large range of services provided through a diverse portfolio of assets. Council, having stewardship responsibility, is the final decision maker on all matters related to asset management in the Municipality. The Council and Senior Management are committed to the success of asset management planning. The following details the responsibilities of the key stakeholders within the Municipality.

### **Council:**

- Approve by resolution the Asset Management Plan and its updates every five years;
- Conduct annual reviews of the management plan implementation progress on or before July 1st of every year, that includes:
  - Progress on ongoing efforts to implement the asset management plans;
  - Consideration of the Strategic Asset Management Policy;
  - Any factors affecting the ability of the Municipality to implement its Asset Management Plan;
  - Consultation with Senior Management;
  - A strategy to address these factors including the adoption of appropriate practices; and
  - Support ongoing efforts to continuously improve and implement the asset management plans.

**City Manager:**

- Maintain compliance with the asset management policy and provincial asset management regulations.

**Asset Management Steering Committee:**

- Oversee asset management planning activities that fall within their service area and in support of others.



**Subject:** Rotary Club – Funding Assistance  
Splash Pad Project

**Report No.:** RS-011-2019  
**Agenda Date:** May 21, 2019

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**Attachments**

**Appendix 01:** Rotary Club Funding Agreement for Splash Pad

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-011-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for their financial contribution towards the Splash Pad project in the amount of \$100,000 (\$10,000 per year) commencing in 2018 for consideration at the May 21, 2019 Regular Council meeting.

**Background**

At the regular meeting of Council of June 6<sup>th</sup>, 2017 Council acknowledged receipt of Administrative Report No. RS-005-2017 and passed Resolution No. 2017-249 approving in principle the planning and development of a Splash Pad in partnership with the Temiskaming Shores and Area Rotary Club and directed staff to develop a Strategic Alliance Agreement with the Club and to include the project for consideration in the 2018 Capital Budget Program.

At the regular meeting of Council of August 8<sup>th</sup>, 2017 Council passed:

- By-law No. 2017-100 being a by-law to enter into a Strategic Alliance Agreement with the Rotary Club of Temiskaming Shores and Area for the development of a permanent Splash Pad Park in the City of Temiskaming Shores
- By-law No. 2017-101 being a by-law to appoint community representatives to various Committees and Boards for the 2014-2018 Term of Council — establishment and appointment of members to the Temiskaming Shores Splash Pad Committee including Tanner Graydon, Einas Makki, Bruce McMullan and Lyne Gosselin.
- By-law No. 2017-102 being a by-law to appoint Councilor Mike McArthur and Councilor Jess Foley to the Splash Pad Committee and
- By-Law No. 2017-103 being a by-law to adopt Terms of Reference for the Temiskaming Shores Splash Pad Committee

## **Analysis**

The Temiskaming Shores and Area Rotary Club have committed \$10,000 per year for a ten year period for a total of \$100,000 towards the project. The first payment of \$10,000 was presented in March of 2018 and the second in January of 2019.

To formalize the commitment it is recommended that Council approve by by-law a funding agreement with the Rotary Club. Attached as Appendix No. 1 to the report is the funding 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

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

## **Alternatives**

No alternatives were considered.

## **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

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

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

**By-law No. 2019-000**

**Being a by-law to enter into a funding agreement with the  
Temiskaming Shores and Area Rotary Club for the  
Splash Pad Project**

**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. RS-011-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for financial contribution to the Splash Pad project for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for financial contribution of \$10,000 annually towards a Splash Pad project, 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 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule A to

**By-law 2019-000**

Funding Agreement between

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

And the

**Rotary Club of Temiskaming Shores and Area**

For financial contribution to the Splash Pad project

**This agreement** made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

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

and

**Rotary Club of Temiskaming Shores and Area**  
(hereinafter called “the Rotary Club”)

**Whereas** the Rotary Club presented a conceptual splash pad project proposed to be located on the New Lisheard Waterfront within the City of Temiskaming Shores; and

**Whereas** the Rotary Club envisions the opportunity for a flagship project in the community that is family and youth oriented and long lasting; and

**Whereas** the City and the Rotary Club have established a Steering Committee consisting of members from both parties and a Strategic Alliance Agreement with the objective of working together collaboratively to have a Splash Pad designed, tendered and constructed; and

**Whereas** the Rotary Club is committed to assist financially for the completion of the Splash Pad project.

**Now therefore**, the Rotary Club and City agree as follows:

1. That CRCS Recreation has been retained for the design, supply and installation of a splash pad.
2. That the current estimated cost for the complete installation of a Splash Pad Project is \$522,000.
3. That the City has and will continue to seek sources of financial assistance towards the cost of the Splash Pad.
4. That the Rotary Club shall provide funding to the project in the amount of **\$100,000** to be paid over ten (10) years with an annual contribution of **\$10,000** payable prior to May 31 of each calendar year to commence in 2019.

**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 )

**Rotary Club of Temiskaming Shores and Area**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Zubyck Memorial Fund - Funding  
Assistance – Splash Pad Project

**Report No.:** RS-012-2019  
**Agenda Date:** May 21, 2019

**Attachments**

**Appendix 01:** Temiskaming Foundation – Zubyck Memorial Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. RS-012-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund for their financial contribution towards the Splash Pad project in the amount of \$50,000 (\$5,000 per year) commencing in 2019 for consideration at the May 21, 2019 Regular Council meeting.

**Background**

The Temiskaming Shores and Area Rotary Club and the City of Temiskaming Shores have partnered to raise funds and develop a splash on the New Liskeard Waterfront. The value of the park is \$522,000.

To date, the municipality has confirmed the following donations:

T. Shores and Area Rotary Club	\$ 100,000
Frog’s Breath Foundation	25,000
Smart and Caring Community Fund	7,500
City of Temiskaming Shores	100,000 (in-kind)
One Foot Forward	5,000
<b>Total</b>	<b>\$ 237,500</b>

Funding applications have been submitted to a number of funding organizations and a Corporate/Donation Package has been developed.

**Analysis**

In 2018 One Foot Forward immediately got onboard with the project and graciously donated \$5,000 to the project.

Upon completion of the Corporate/Donation Package, the Splash Pad Committee was approached by Shelly and John Zubyck of One Foot Forward expressing again their full

enthusiasm and support of the project and confirmed with a special announcement on May 1<sup>st</sup>, 2018 that the Gord and Greyson Zubyck Memorial Fund would contribute a total of \$50,000 to the project as the one and only S.S.Schooner Level Sponsor.

The funding will be contributed at \$5,000 per year for a ten year period beginning with the initial contribution of \$5,000 in 2018.

To formalize the commitment it is recommended that Council approve by by-law a funding agreement with One Foot Forward. Attached as Appendix No. 01 to the report is the funding 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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and submitted for  
Council’s consideration by:

“Original signed by”

“Original signed by”

\_\_\_\_\_  
Tammie Caldwell  
Director of Recreation Services

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



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-000**

**Appendix 01**  
**RS-012-2019**  
**May 21, 2019**

**Being a by-law to enter into a funding agreement with the  
Temiskaming Foundation Gord and Greyson Zubyck  
Memorial Fund for the Splash Pad Project**

**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. RS-012-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Temiskaming Foundation Gord and Greyson Memorial Fund for their financial contribution towards the Splash Pad project in the amount of \$50,000 (\$5,000 per year) commencing in 2018 for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a ten (10) year funding agreement with the Temiskaming Foundation Gord and Greyson Memorial Fund for a financial contribution of \$50,000 (\$5,000 annually) towards a Splash Pad project, 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 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule A to

**By-law 2019-000**

Funding Agreement between

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

And the

**Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund**

For financial contribution to the Splash Pad project

**This agreement** made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

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

and

**Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund**  
(hereinafter called "the Rotary Club")

**Whereas** One Foot Forward presented a donation to the City of Temiskaming Shores in the amount of \$5,000 towards the Rotary Splash Pad Project in 2018; and

**Whereas** One Foot Forward has expressed its enthusiasm for the project appreciating that it will provide an opportunity for healthy and active living for children in the community and;

**Whereas** One Foot Forward has committed to assist financially for the completion of the Splash Pad project.

**Now therefore**, One Foot Forward and City agree as follows:

1. That the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund shall provide funding to the project in the amount of **\$50,000** to be paid over ten (10) years with an annual contribution of **\$5,000** payable prior to May 31 of each calendar year to commence in 2018.

**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 )

**Temiskaming Foundation Gord and Greyson  
Zubyck Memorial Fund**

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness - Signature  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Lease Agreement – Haileybury  
 Beach Concession

**Report No.:** CS-019-2019  
**Agenda Date:** May 21, 2019

**Attachments**

- Appendix 01:** RFQ Submission Opening Summary
- Appendix 02:** Draft Lease Agreement

**Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-019-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Josee and Marc Dupuis for the use of the Haileybury Beach Concession Stand from June 28, 2019 to August 31, 2019 for consideration at the May 21, 2019 Regular Council meeting.

**Background**

Each year the City advertises for operators of concessions which includes the Haileybury Beach Concession Stand.

**Analysis**

The Concession Package was advertised in the City of Temiskaming Shores City Bulletin.

Two applications were received for the Haileybury Beach Concession. The RFQ Submission Opening Summary is attached as Appendix 01.

Staff are recommending entering into an agreement with Josee and Marc Dupuis for the operation of the Haileybury Beach Concession based on the City's positive working relationship over the last year.

A draft lease agreement for the use of the space is attached as Appendix 02. The lease agreement outlines all covenants for the lessee and lessor including the provision of Josee and Marc Dupuis providing the City with a copy of their insurance policy naming the City as an additional insured.

**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

Revenues received during term of the lease will be \$1,000.

**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

Document Title: **Operation of Concession Stands**

Closing Date: **Tuesday, April 30, 2019**

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

Department: **Recreation Services**

Opening Time: 2:05 p.m.

Bidder: TROY PHILLIPS & JUNIE NADLER

Hlby Beach:	\$ 1,000. <sup>00</sup>	+ HST
Dym Ball Park:		+ HST

Bidder:

Hlby Beach:		+ HST
Dym Ball Park:		+ HST

Bidder: JOSEE & MARC DUPUIS

Hlby Beach:	\$ 1,000. <sup>00</sup>	+ HST
Dym Ball Park:		+ HST

Bidder:

Hlby Beach:		+ HST
Dym Ball Park:		+ HST

Bidder:

Hlby Beach:		+ HST
Dym Ball Park:		+ HST

Bidder:

Hlby Beach:		+ HST
Dym Ball Park:		+ HST

**Note:** All offered prices are offers only and subject to scrutiny. Submissions will be reviewed for errors, omissions and accuracy by municipal staff prior to any awarding.

Attendees:

**Print Name**

**Representing**

**Signature**

TAMMIE CALDWELL  
DAVE TREEN  
LINDA MCKNIGHT

T. SHERES REC  
T. SHERES.  
C of T.S.



**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-000**

**Being a by-law to enter into an agreement with the Josee  
and Marc Dupuis for the operation of the Haileybury  
Beach Concessions for the 2019 season**

**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 CS-019-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Josee and Marc Dupuis for the operation of the Haileybury Beach Concessions for the 2019 season for consideration at the May 21, 2019 Regular Council meeting;

**And whereas** the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Haileybury Beach Concessions;

**Now therefore** the Council of the City of Temiskaming Shores enacts as follows:

1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with Josee and Marc Dupuis for the operation of the Haileybury Beach Concession; a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Mayor and the Deputy Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.



**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This agreement made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the "City")

And:

**Josee and Marc Dupuis**  
(Hereinafter called the "Tenant")

**Whereas** the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The City hereby demises and leases to the Tenant part of the City's Building known as the Haileybury Beach Concession containing a rentable area for concession operations in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Term**

**To hold** the premises for a term commencing **June 28<sup>th</sup>, 2019 to August 31, 2019.**

### **3. Rent**

The Tenant shall pay the City One Thousand dollars (\$1,000) plus applicable taxes for the operation of the Haileybury Beach Concession payable on July 1, 2019 (\$500) and August 1, 2019 (\$500).

### **4. Renewal**

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

### **5. Business Services**

The Tenant, as a minimum, is required to be opened daily from 12 noon to 6 pm (Haileybury Beach). It is understood that inclement weather may prevent the opening of the concession.

### **6. Healthy Eating at Recreation Settings (HERS)**

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Receptions Settings (HERS) program as outlined in Appendix 01 attached herein.

## 7. Tenant’s Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **Two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by City** - to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the 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, servants, employee or licensee of the Tenant;
- h) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) 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 a Concession Stand.

## 8. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Refuse Collection** – The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 9. Provisos

Provided always and it is hereby agreed as follows:

- a) Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.
- b) Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the

employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;

- c) **Right of termination by the City** - The lease may be terminated for any valid operational reason;
- d) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

#### **10. Effect of Lease**

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

#### **11. Headings**

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

**Remainder of this page left blank intentionally**

Signed and Sealed in )  
the presence of )

**Josee and Mac Dupuis**

\_\_\_\_\_  
Owner/Operator – Josee Dupuis

\_\_\_\_\_  
Owner/Operator – Marc Dupuis

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The Haileybury beach concession must also have at least 1 healthy grilled sandwich available at all times, and the other 2 concessions must have at least 1 grilled sandwich available on tournament weekends.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons' consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items – Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.
- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the 2018-2019 season. A tracking sheet will be provided.
- The City of Temiskaming Shores reserves the right to modify the HERS requirement.

**Subject:** 2019 Tax Ratios

**Report No.:** CS-020-2019  
**Agenda Date:** May 21, 2019

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## **Attachments**

**Appendix 01:** 2018/2019 Assessment Comparisons

**Appendix 02:** Tax Ratios – Starting Ratios versus Revenue Neutral Ratios

## **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-020-2019;
2. That Council directs staff to prepare the necessary Tax Ratio and Tax Rate by-laws utilizing the Revenue Neutral Tax Ratios for 2019 for consideration at the May 21, 2019 Regular Council meeting.

## **Background**

In 2004, the Minister of Finance set the tax ratios for the newly amalgamated City of Temiskaming Shores. These ratios were initially provided to the City in the form of transition ratios which were considered to be revenue neutral. These initial ratios reflect the distribution of tax burdens, by class, as it was prior to the introduction of the new current value assessment system which was introduced in 1998.

The tax ratios are multiplied by the assessment of each class to provide the weighted assessment to be used in the calculation of the tax rates.

The residential tax ratio is 1.0; therefore the ratios are used to define the tax rate for each property class in relation to the tax rate for the residential property class.

The residential tax rate is calculated as follows:

$$\frac{\text{TAX LEVY (amount to be raised through taxation)}}{\text{TOTAL WEIGHTED ASSESSMENT}} = \text{residential tax rate}$$

Up until 2008, any change to the transition tax ratios had to be approved by the Minister of Finance and was a very complicated process.

In 2009, the Minister of Finance amended the legislation regarding the tax ratios and municipalities now have the ability change the tax ratios annually if required. This change came about due to the phase-in assessment program that was being implemented by MPAC. The Ontario Property Tax Analysis (OPTA) program now provides municipalities



with the tools to review how a shift from using prior year tax ratios to revenue neutral tax ratios will impact the various tax classes.

The City has been utilizing revenue neutral tax ratios in the calculation of its annual tax rates.

### **Analysis**

On March 12, 2019, Council passed Resolution 2019-186 adopting the 2019 General Operating Budget in principle, utilizing a 2% tax levy increase for the purpose of finalizing the 2019 Municipal Budget. On April 16, 2019, By-law 2019-061 formally adopted the 2019 Municipal Budget and set the 2019 tax levy at \$13,385,879.

The 2% increase in levy equates to an increase in the municipal revenues from 2018 to 2019 in the amount of \$294,635 (\$32,167 relates to 2018 assessment growth (new assessment) and \$262,468 levy increase).

Appendix 01 is a comparison of the returned roll assessments for 2018 versus 2019. 2019 is the third year of the four (4) year MPAC assessment cycle. The residential tax class has the largest of the reassessment impact, 31,916,890. A portion of the increase would be the result of growth, new assessment not previously included at the time the returned roll was produced, but a majority of the increase is related to the reassessment. Another significant change between 2018 and 2019 is within the Farmland/Managed Forest class with an increase of 9,066,992 and the Commercial class with an increase of \$3,819,089.

Appendix 02 reflects the tax ratios under consideration for the 2019 tax year. The 2016 Tax Ratios are the starting tax ratios as calculated by OPTA. The Revenue Neutral Tax Ratios are determined by utilizing OPTA's tools to determine the ratios that would equitably distribute the tax burden resulting from the reassessment cycle across the various assessment classes.

2019 Starting Tax Ratios – the residential class saw an increase due to the reassessment. If the 2019 starting tax ratios are utilized the residential class will absorb all of the levy related increase in addition to absorbing a majority of the decreased taxation revenue from the other classes.

Revenue Neutral Tax Ratios – utilizing revenue neutral tax ratios will result in a shift in the tax levy increase from the residential tax class to the other tax classes. As you can see, the residential and industrial tax class increases are reduced by approximately \$50,545 and \$4,902 respectively with the commercial and pipeline tax classes increasing by \$53,481 and \$3,805 respectively, with the other class changes being nominal between the two (2) ratio alternatives.

Ontario Regulation 73/03 sets the provincial threshold limits for certain property classes: Multi-Residential – 2.00, Commercial – 1.98 and Industrial – 2.63. If a tax ratio exceeds

the provincial threshold, a levy restriction will be applied to the class: Multi-Residential – 0%, Commercial and Industrial – up to 50%.

The City's 2018 tax ratio for the multi-residential tax class was 2.471085, over the provincial threshold and therefore subject to the 0% levy restriction. OPTA has recalculated the City's 2018 starting ratio for multi-residential to 2.398945 as Ontario Regulation 73/03 Part II. This ratio will be in effect for 2019 whether Council opts for the 2019 starting ratio or revenue neutral ratio option. As the 2019 tax ratio is still above 2.00 any tax levy increase that would have been imposed on the multi-residential class will be absorbed by the other tax classes.

The proposed Commercial 2019 tax ratio is over the 1.98 provincial threshold, therefore is subject to a restriction up to 50% of the budgetary increase on the class. The 50% restriction was utilized in the tax ratio analysis.

Appendix 02 identifies the preliminary tax rates for the residential, commercial and industrial tax classes for the two (2) tax ratio options.

Education tax rates are set annually by the Minister of Finance. The residential tax rate is decreasing from 0.170% to 0.161%. Commercial and Industrial rates are decreasing from 1.109% to 1.103%. Pipeline is decreasing from 0.841985% to 0.827212%.

### **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 tax levy of \$13,385,879 utilized in the tax ratio calculations was adopted in the 2019 Budget By-law 2019-061.

### **Alternatives**

Utilizing the 2019 Starting Tax Ratios as the 2019 Tax Ratios was considered in the preparation of this report.

### **Submission**

Prepared by:	Reviewed and approved by:	Reviewed and submitted for Council's consideration by:
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“Original signed by” _____ Laura Lee MacLeod Treasurer	“Original signed by” _____ Shelly Zubyck Director of Corporate Services	“Original signed by” _____ Christopher W. Oslund City Manager
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2018/2019 Assessment Comparison

	2018 Assessment	2019 Assessment	Difference	
Residential	758,974,940	790,891,830	31,916,890	Res Classes
Multi Res	11,089,390	11,302,620	213,230	
Farmland/Managed Forests	28,567,879	37,634,871	9,066,992	
Commercial	131,654,633	135,473,722	3,819,089	Non Res
Commercial-Vac/Exc	3,506,485	3,825,994	319,509	
Landfill	16,700	16,700	-	Classes
Industrial	8,406,155	9,315,267	909,112	
Industrial-Vac	1,600,147	1,661,173	61,026	
Pipe Line	25,078,674	25,701,670	622,996	
<b>Total</b>	<b>968,895,003</b>	<b>1,015,823,847</b>	<b>46,928,844</b>	

**Tax Ratio Comparison**

<b>Tax Ratios</b>	<b>2019</b>	
	<b>Starting Tax Ratios</b>	<b>Revenue Neutral</b>
Residential	1.000000	1.000000
Multi-Residential	2.398945	2.398945
Farmland/Managed Forest	0.250000	0.250000
Commercial-Occupied	2.008977	2.054555
Commercial-Vacant/Excess Land	1.406284	1.438189
Industrial-Occupied	2.387191	2.354956
Industrial-Vacant/Excess Land	1.551674	1.530721
Landfill	3.425867	3.425867
Pipelines	0.871168	0.888742

**Overall Tax Impacts by Class:**

Residential	257,776	207,231	(50,545)
Multi-Residential	(7,323)	(9,032)	(1,709)
Farmland/Managed Forest	12,024	11,423	(601)
Commercial-Occupied	(15,117)	38,364	53,481
Commercial-Vacant/Excess Land	487	1,544	1,057
Landfill	19	15	(4)
Industrial-Occupied	9,909	5,007	(4,902)
Industrial-Vacant/Excess Land	2,250	1,682	(568)
Pipelines	2,436	6,241	3,805
	<b>262,461</b>	<b>262,475</b>	<b>14</b>

**Tax Rates (municipal & education)**

	<b>2019</b>		
	<b>2018 Tax Rates</b>	<b>Starting Tax Ratios</b>	<b>Revenue Neutral</b>
Residential	0.0135302	0.0132658	0.0132019
Commercial	0.0346666	0.0334489	0.0338436
Industrial	0.039141	0.0381246	0.0375983

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**Subject:** Removal of Trees from lots within  
Dymond Industrial Park

**Report No.:** CS-021-2019  
**Agenda Date:** May 21, 2019

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### **Attachments**

Appendix 1 Clerk's Presentation at May 7, 2019 Public Meeting  
Appendix 2 Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-021-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into an agreement with Alex Welch Logging for the removal of trees from municipally owned lots in and around the Dymond Industrial Park for consideration at the May 21, 2019 Regular Council meeting.

### **Background**

The PPP Committee met on April 18, 2019 and discussed the potential for land clearing of municipal lots in and around the Dymond Industrial Park and that a Mr. Alex Welch of Alex Welch Logging had expressed interest in cutting the trees. The intention would be to have the trees removed at no cost to the City, thus making the lots more appealing to potential purchasers and reducing their cost for developing the lots.

The Committee requested that James Franks contact other possible logging contractors and that staff provide notice of a public meeting to be held on May 7, 2019 in regards to the potential removal of the trees with the objective of permitting Council to consider an agreement with a qualified contractor for the removal of the trees.

### **Analysis:**

Notice of the public meeting was advertised in the community bulletin and was held in concert with the May 7, 2019 Regular Council meeting. **Appendix 01 – Presentation** was presented to Council and the public at the meeting. The presentation outlined the parameters for the removal of the trees and that a Request for Proposals would be prepared and sent to interested logging firms. Subsequent to the public meeting Public Works requested additional parameters which were incorporated into the Request for Proposals.

**Appendix 02 – CS-RFP-001-2019** was prepared and sent to Alex Welch Logging and Al Legros via email. One submission was received from Alex Welch Logging.

**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

There is no cost to the City for the removal of the trees on the Dymond Industrial Park lands.

**Alternatives**

No alternatives are being proposed.

**Submission**

Prepared by:

Reviewed by:

Reviewed and submitted for Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

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

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

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

# Removal of Trees – Dymond Industrial Park



## Background

PPP Committee met on April 16, 2019 and on May 7, 2019 to discuss the potential removal of trees from existing municipally owned property in and around the Dymond Industrial Park.

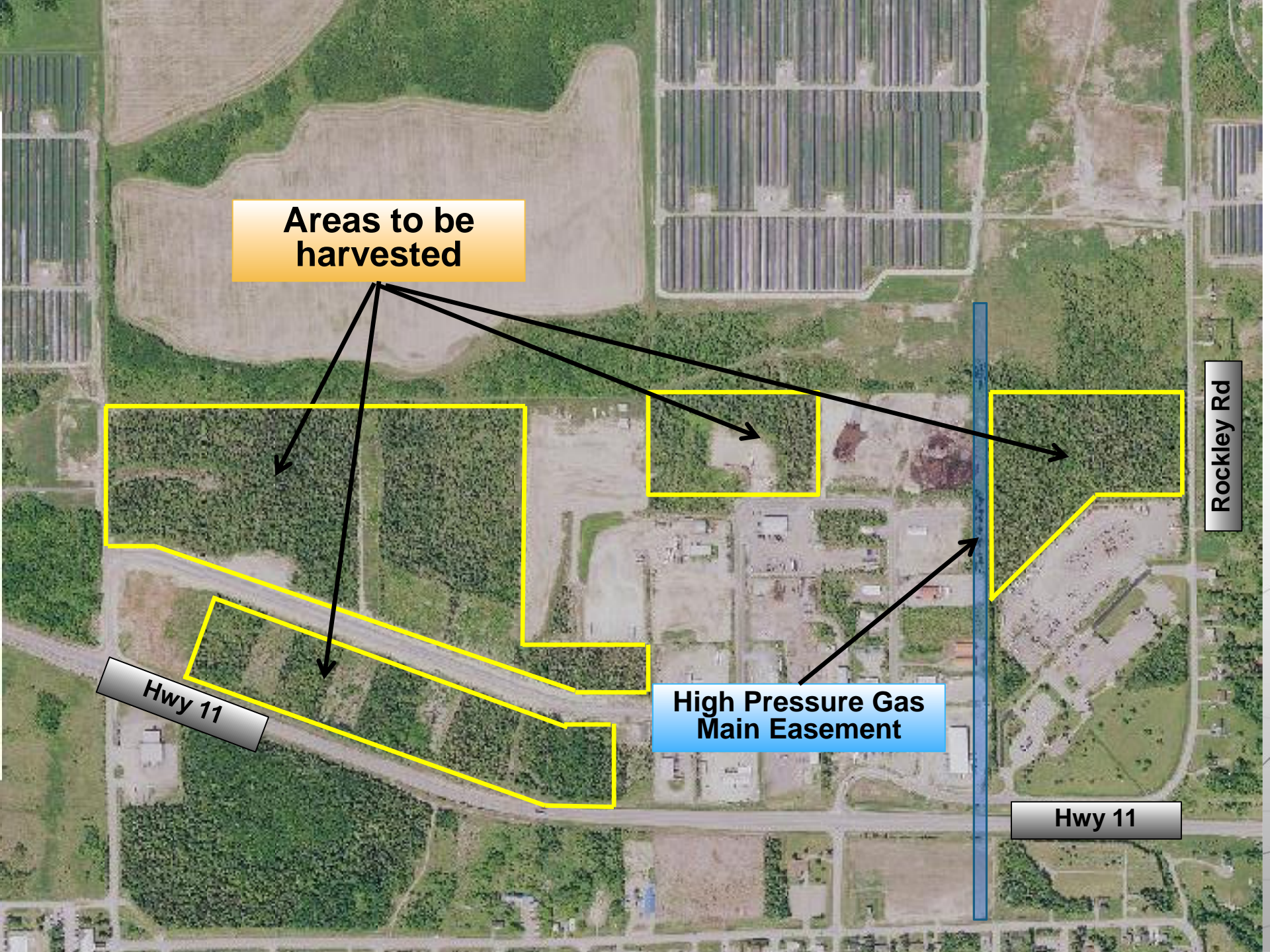
**Areas to be harvested**

**High Pressure Gas Main Easement**

**Rockley Rd**

**Hwy 11**

**Hwy 11**





# Removal of Trees – Dymond Industrial Park



## Requirements

- Cut all trees within identified areas;
- Description of work process;
- Description of end product (i.e. trees taken off site, trees left on site – where, size and location of slash piles, etc.)
- Outline proposed timeframe;
- Verification of WSIB Clearance Certificate as well as Liability Insurance with City as co-insured.

# Removal of Trees – Dymond Industrial Park



## Next Steps

Depending on comments received at public meeting staff, contractors to submit proposals;

Staff to evaluate proposals and prepare recommendation for Council consideration.

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-000**

**Being a by-law to enter into an agreement with Alex  
Welch Logging to permit the Removal of Trees in and  
around the Dymond Industrial Park**

**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-021-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alex Welch Logging to permit the Removal of Trees in and around the Dymond Industrial Park for consideration at the May 21, 2019 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with Alex Welch Logging for the removal of trees in and around the Dymond Industrial Park, a copy of which is attached hereto 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 21<sup>st</sup>, day of May, 2019.

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Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

## **By-law No. 2019-000**

Agreement between

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

and

**Alex Welch Logging**

for the Removal of Trees in and around the Dymond  
Industrial Park

**This agreement**, made this 21<sup>st</sup> day of May, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(Hereinafter referred to as the "the City")

And:

**Alex Welch Logging**  
(Hereinafter referred to as "the Contractor")

**Whereas** the City is desirous to have trees removed from lots in and around the Dymond Industrial Park by a qualified Logging Contractor;

**And whereas** the Contractor is willing to remove the trees in accordance with this agreement with no monetary cost to the City on the municipally owned lands in and around the Dymond Industrial Park as Illustrated on Appendix 01 – the lands, attached hereto and forming part of this agreement;

**Now therefore**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The Contractor shall have the right to access the municipally owned lands for the purposes of removing all trees with a diameter of 5" or greater.
2. The Contractor shall ensure that those trees with a diameter of less than 5" remain standing on the lands.
3. All slash piles will be left in neat piles on site.
4. Cut trees shall be piled neatly on site and hauled off site subsequent to half load season.
5. The Contractor shall complete this work between June 1<sup>st</sup>, 2019 and August 30<sup>th</sup>, 2019.
6. The Contractor shall confirm and comply with any and all setback requirements imposed by Union Gas with respect to the High Pressure Gas main located within the Lands.
7. The Contractor shall confirm and comply with any and all setback requirements imposed by the Ministry of Transportation with respect to tree buffers along Highway 11 abutting the Lands.
8. Upon completion of the work the Contractor shall ensure that all properties are left in a clean manner to the satisfaction of the City.
9. The Contractor shall a valid Workplace Safety and Insurance Board (WSIB)

clearance certificate.

10. The Contractor shall provide proof of general liability insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.
11. The Contractor shall be responsible for the repair to City property (i.e. access roads and ditches) damaged through this operation to the satisfaction of the City.
12. The Contractor shall provide a deposit in the amount of \$10,000 through a letter of credit or cheque which will be held in trust by the City to complete any works required to be completed by the Contractor.
13. Upon completion of the work the City will issue a Release Form subsequent to a site visit.

**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 )

**Alex Welch Logging**

\_\_\_\_\_  
Owner/Operator – Alex Welch

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



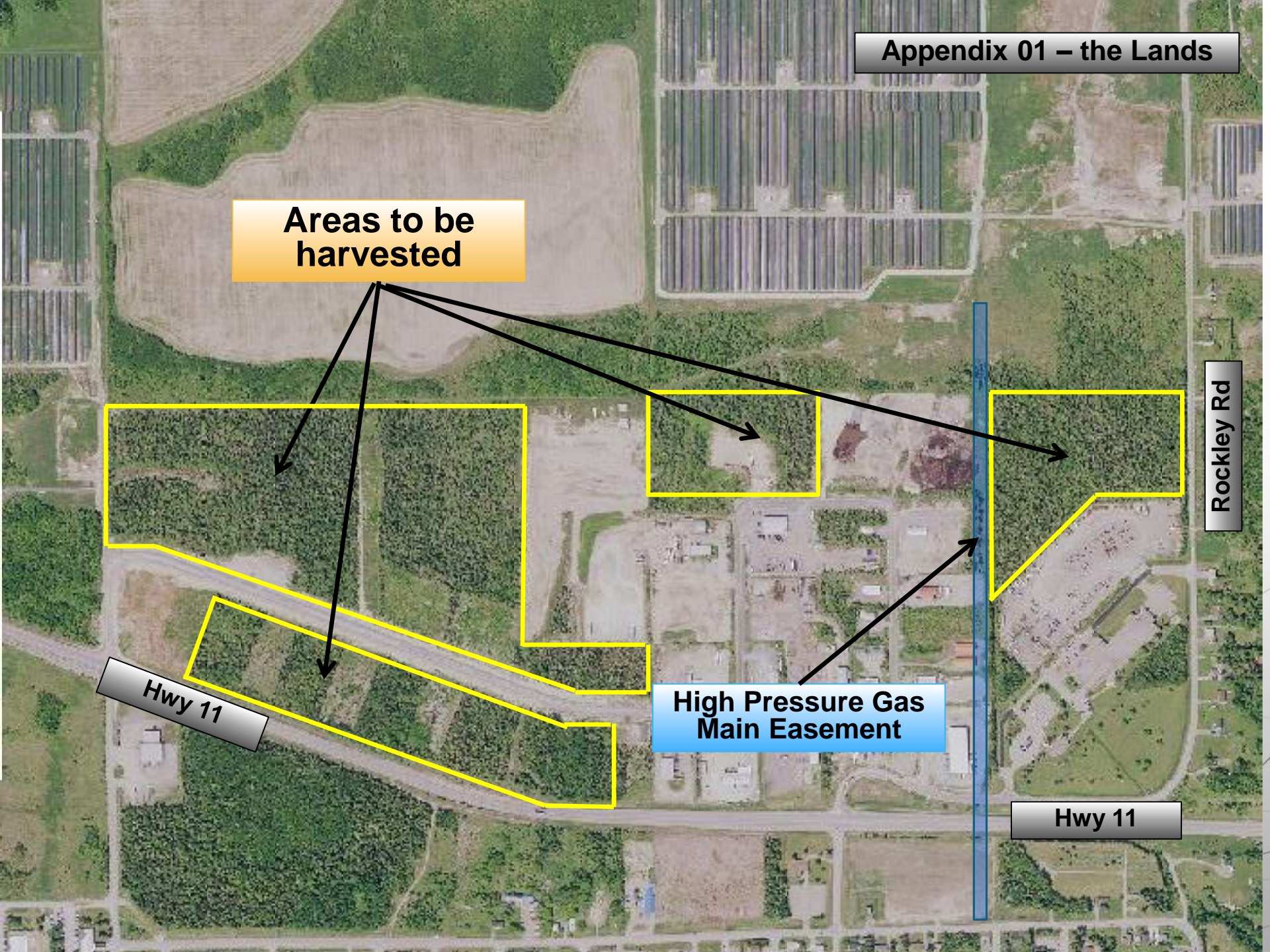
Areas to be harvested

High Pressure Gas Main Easement

Hwy 11

Hwy 11

Rockley Rd



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**Subject:** ZBA-2019-01 – CGV Builders  
T. Shores Seniors Housing Corp. - 310 Grant Drive

**Report No.:** CS-022-2019  
**Agenda Date:** May 21, 2019

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### **Attachments**

- Appendix 01:** Planning Report  
**Appendix 02:** Application and Public Notice  
**Appendix 03:** Bobolink Survey Report prepared by Bruce Murphy Bird Consulting  
**Appendix 04:** Draft By-law to amend City of Temiskaming Shores Zoning By-law 2017-154

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-022-2019;
2. 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; and
3. That Council directs staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 for consideration at the May 21 Regular Council meeting.

### **Background**

In February of 2019 the City agreed to donate the subject property to the Temiskaming Shores Seniors Housing Corporation for the construction of a 68 unit seniors housing complex including affordable and market rate units, as well as a number of accessible units. The purpose of this Zoning By-law amendment application is to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the proposed development.

### **Analysis**

The public meeting was held on May 14, 2019 and one member of the public attended the meeting. No members of the public submitted written comments as of the date of this report. The Planning Department also had an informal discussion with another member of the public representing a local interest group. All comments are summarized in the Planning Report attached as Appendix 01.

The planning report attached as Appendix 01 provides information regarding the application within the policy framework.

It is the opinion of the undersigned that the proposed Zoning By-law Amendment is consistent with the Provincial Policy Statement (2014), does not conflict with the Northern Ontario Growth Plan, complies with the City of Temiskaming Shores Official Plan, and represents good planning. It is recommended that Council adopt the proposed Zoning By-law amendment.

**Financial / Staffing Implications**

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

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

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

**Alternatives**

No alternatives were considered.

**Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Jennifer Pye, MCIP, RPP  
Planner

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

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



## **Planning Report**

**Zoning By-law Amendment Application: ZBA-2019-01**

**Applicant: CGV Builders**

**Owner: Temiskaming Shores Seniors Housing Corporation**

**Property: 310 Grant Drive; RP 54R-6021, Parts 3 and 4; RP 54R-6084, Parts 1-6**

**Roll No.: 5418-020-002-069.10**

**May 15, 2019**

### **Subject Land**

310 Grant Drive; Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 3 and 4; RP 54R-6084 Parts 1-6.

### **Background and Purpose of the Application**

The Temiskaming Shores Seniors Housing Corporation purchased the property from the City in early 2019 for the purpose of constructing a housing development including affordable and market rate residential units for seniors. Some of the units in the building will also be accessible for persons with disabilities. The specific proposal includes 68 individual units within a one-storey building with each unit having access to an internal corridor and a deck/patio area. The applicant is requesting to rezone the property from Highway Commercial (C2) to High Density Residential (R4) to permit the construction of the housing complex.

The property is currently vacant and is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.

### **Statutory Public Notice**

The complete application was received on April 23, 2019. Notice of the complete application and public hearing was advertised in the Temiskaming Speaker on April 24, 2019 and was sent to public agencies in accordance with the statutory notice requirements of the Planning Act. The notice was also mailed to property owners within 120m of the subject land.

The public hearing was held on May 14, 2019. One member of the public attended the meeting and asked questions about drainage, setbacks, and surface conditions of adjacent roadways. No formal written comments have been received as of the date of this report.

### **Site Analysis**

The property is vacant and is located in the former Township of Dymond on the west side of Grant Drive. The City-owned land in this location originally included the portion to the south that is currently under construction by the District of Timiskaming Social Services Administration Board.

### **Servicing**

Municipal water and sanitary sewer services are available on Grant Drive and connection to these existing services will be completed if the development is approved. The City has agreed to extend the services to the property line and the developer will be responsible to extend from property line to the proposed building.

The City has identified a need to upgrade the water service in the area to ensure adequate pressure is available for existing and proposed developments along Grant Drive as well as for residents of the subdivision to the north. The City's 2019 budget includes the design and engineering for the upgrade and it is anticipated that the project will be completed in 2020.

Stormwater drainage in the area is mainly through the open ditch along Grant Drive. There is an existing large-diameter culvert that inlets on the east side of the property and outlets on the southwest corner. This culvert supplies drainage for water originating to the north and west of the subject property, and the applicant is proposing to realign the culvert to accommodate the proposed development, and once the exact location of the re-aligned culvert has been determined the City will require an easement for on-going maintenance. On-site stormwater management for the proposed development will be provided through a separate system, the details of which will be finalized through the site plan control process.

### **Access**

The property fronts on Grant Drive which is municipally owned and maintained year-round. One entrance will be constructed off of Grant Drive to service the development.

Access to the area is gained via Highway 65/Wilson Ave/Grant Drive, and Highway 11/Drive In Theatre Road. As Highway 65 and Highway 11 are both owned and controlled by the Provincial Government, and the property is within the 395m permit control area around the Highway 11/Drive In Theatre Road intersection, the application was circulated to MTO and a traffic brief prepared by the applicant was included. MTO accepted the traffic brief with no comments or requirements for further study.

### **Existing Land Use**

The property is currently vacant.

### **Adjacent Land Uses**

North: Residential  
South: Residential and commercial  
East: Highway commercial  
West: Vacant

### **Planning Analysis**

#### **Provincial Policy Statement (2014)**

The property is located within the established settlement area boundary for the City adjacent to a developed commercial area.

#### *1.0 Building Strong Healthy Communities*

#### *1.1 Managing and Directing Land Use to Achieve Efficient and Resilient Development and Land Use Patterns*

##### *1.1.1 Healthy, liveable and safe communities are sustained by:*

- a) promoting efficient development and land use patterns which sustain the financial well-being of the Province and municipalities over the long term;*
- b) accommodating an appropriate range and mix of residential (including second units, affordable housing and housing for older persons), employment (including industrial and commercial), institutional (including places of worship, cemeteries and long-term care homes), recreation, park and open space, and other uses to meet long-term needs;*
- c) avoiding development and land use patterns which may cause environmental or public health and safety concerns;*
- d) avoiding development and land use patterns that would prevent the efficient expansion of settlement areas in those areas which are adjacent or close to settlement areas;*
- e) promoting cost-effective development patterns and standards to minimize land consumption and servicing costs;*
- f) improving accessibility for persons with disabilities and older persons by identifying, preventing and removing land use barriers which restrict their full participation in society;*

##### *1.1.3 Settlement Areas*

*The vitality of settlement areas is critical to the long-term economic prosperity of our communities. Development pressures and land use change will vary across Ontario. It is in the interest of all communities to use land and resources wisely, to promote efficient development patterns, protect resources, promote green spaces, ensure effective use of infrastructure and public service facilities and minimize unnecessary public expenditures.*

*1.1.3.1 Settlement areas shall be the focus of growth and development, and their vitality and regeneration shall be promoted.*

*1.1.3.2 Land use patterns within settlement areas shall be based on:*

- a) densities and a mix of land uses which:*

1. *efficiently use land and resources;*
  2. *are appropriate for, and efficiently use, the infrastructure and public service facilities which are planned or available, and avoid the need for their unjustified and/or uneconomical expansion;*
  3. *minimize negative impacts to air quality and climate change, and promote energy efficiency;*
  4. *support active transportation;*
  5. *are transit-supportive, where transit is planned, exists or may be developed;*
  6. *are freight supportive; and*
- b) *a range of uses and opportunities for intensification and redevelopment in accordance with the criteria in policy 1.1.3.3, where this can be accommodated.*

The subject property is located directly adjacent to a built-up commercial area. The proposed development represents a mix of land uses, with higher-density residential development in close proximity to, but not directly incorporated into a commercial node. The property is located such that access is easily obtained to the commercial area, as well as the transportation networks connecting to the rest of the City and a major Provincial corridor. Existing municipal services are available on Grant Drive and will be extended to service the development. The South Temiskaming Active Travel Trail (STATO Trail) is located on the east side of Grant Drive in this location providing easy access to an active transportation corridor, and the transit route runs along this corridor with four stops currently being located within a 1km walking distance of the subject property.

#### 1.4 *Housing*

1.4.3 *Planning authorities shall provide for an appropriate range and mix of housing types and densities to meet projected requirements of current and future residents of the regional market area by:*

- a) *establishing and implementing minimum targets for the provision of housing which is affordable to low and moderate income households. However, where planning is conducted by an upper-tier municipality, the upper-tier municipality in consultation with the lower-tier municipalities may identify a higher target(s) which shall represent the minimum target(s) for these lower-tier municipalities;*
- b) *permitting and facilitating:*
  1. *all forms of housing required to meet the social, health and well-being requirements of current and future residents, including special needs requirements; and*
  2. *all forms of residential intensification, including second units, and redevelopment in accordance with policy 1.1.3.3;*
- c) *directing the development of new housing towards locations where appropriate levels of infrastructure and public service facilities are or will be available to support current and projected needs;*
- d) *promoting densities for new housing which efficiently use land, resources, infrastructure and public service facilities, and support the use of active transportation and transit in areas where it exists or is to be developed; and*
- e) *establishing development standards for residential intensification, redevelopment and new residential development which minimize the cost of housing and facilitate compact form, while maintaining appropriate levels of public health and safety.*

Dymond Township is comprised primarily of single-detached dwellings, and the proposed development, while not located within the main residential node of Dymond, will contribute to the mix of housing forms and density within this area. Additionally, the subject property is located directly adjacent to the existing built-up area, and is located between developed parcels, which represents infilling of an undeveloped area. Municipal infrastructure is available in this area, so while upgrading of the existing water service is required, extension to an unserved area is not required.

2.0 *Wise Use and Management of Resources*

2.1 *Natural Heritage*

2.1.7 *Development and site alteration shall not be permitted in habitat of endangered species and threatened species, except in accordance with provincial and federal requirements.*

Through preconsultation with the Ministry of Natural Resources and Forestry (MNRF) on the development proposal for the adjacent property, the property was identified as having characteristics of habitat suitable for bobolink. Bobolink are listed as a threatened species on the Species at Risk in Ontario list, and the MNRF required a bobolink presence/absence survey be completed to support the previous proposed development. The City engaged the services of Bruce Murphy Bird Consulting to complete the required survey for the subject property as well as the property currently being developed to the south of the subject property. In a report submitted on July 16, 2018 it is indicated that bobolink were not identified on site and concluded that the site is not being used by bobolink.

Based on the above information it is my opinion that the proposed development demonstrates consistency with the Provincial Policy Statement (2014).

**Growth Plan for Northern Ontario**

The Growth Plan for Northern Ontario was developed under the Places to Grow Act to ensure greater growth occurs in an economically and environmentally sustainable manner.

A review of the Growth Plan for Northern Ontario confirms the proposal does not conflict with any of the Growth Plan policies.

**City of Temiskaming Shores Official Plan**

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.

3. *Housing and Growth Management*

3.3 *Objectives*

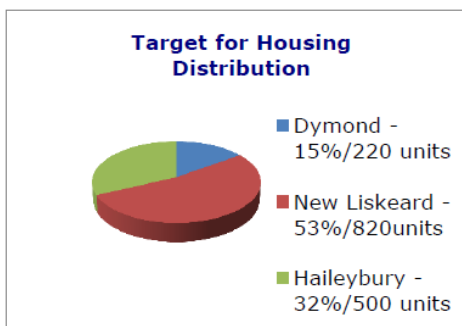
*To ensure that the targets for affordable housing are met.*

*To work in collaboration with the District of Timiskaming Social Services Administration Board (DTSSAB) and other agencies in meeting the special housing needs of the community.*

*To take advantage of provincial and federal housing programs to deliver the City’s housing program.*

3.5 *Targets*

*The intent of the Official Plan is to provide an adequate supply of land to accommodate an appropriate range and mix of employment opportunities, and a range of housing types and densities designed to meet the City’s population, housing and employment projections. The following targets and range of permitted uses are illustrated as part [of] the policy direction of the Plan:*



Location	Target for Housing Densities		
	Low	Medium	High
New Liskeard	70-80%	5-10%	15-20%
Dymond	80-90%	10-20%	0%
Haileybury	70-80%	5-10%	15-20%

**Range of Housing Types Permitted:**

Low Density

- Single detached
- 2-unit (duplex, semi-detached)

Medium Density

- Tri-plex and 3 unit or more converted dwellings
- Town houses
- 4 or more multiple unit dwellings

High Density

- Apartments



### 3.6 Affordable Housing

*The City will achieve the targets established in Section 3.5 for the development of housing that is affordable to low and moderate income households through one or more the following measures:*

*3.6.1 Using City-owned vacant residential lots.*

*3.6.2 Seeking opportunities to participate in future Federal, and Provincial affordable housing programs for low to moderate income households and through partnership with the District of Timiskaming Social Services Administration Board (DTSSAB) and other agencies to engage on matters related to planning for affordable housing, and in stakeholder consultations related to the development of local housing and homelessness plans, implementation of those plans and on-going monitoring.*

*3.6.3 Facilitating residential intensification.*

*3.6.6 Encouraging mixed-use development such as second storey residential units in the town centres and in new commercial development. This may be coupled with the reduction or elimination of parking requirements for residential uses in the town centres.*

*3.6.10 Waiving planning and development application fees including building permit fees.*

The proposed development includes a total of 68 residential units within one single-storey building. The units will include both affordable units and market-rate units, and will also include accessible units. These considerations are in keeping with the affordable and special needs housing policies of this section of the Plan.

The property is located in Dymond Township which is an area that has been identified for medium density residential development, but includes a 0% target for high density residential development. The proposed development exceeds this target, and expands higher density development into Dymond Township where residential development has traditionally taken the form of single detached dwellings. Higher density housing in proximity to commercial areas is not an incompatible style of development.

## 4. Community Development

### 4.7 Mixed Use Areas

*4.7.2 Mixed-Use Areas may include a mix of industrial, commercial and institutional uses, associated accessory uses and public service facilities and residential uses compatible with a Mixed-Use Area.*

*4.7.3 All uses will be appropriately zoned. All land uses in a Mixed-Use Area will be subject to site plan control (see Section 15.15).*

*4.7.5 Development will be subject to the urban design principles of this Plan (see Section 4.9) and residential uses shall be integrated to avoid or mitigate adverse effects from non-residential land uses through such techniques as:*

- a. Appropriate separation distances;*
- b. Buffering and screening using landscaping, fencing intervening buildings, parking areas and amenity areas;*
- c. Noise attenuation;*
- d. Dust and air quality measures;*
- e. Designing mixed-use areas to be transit, pedestrian and cycling friendly;*
- f. Designing Mixed-Use Areas to retain and enhance features of the natural environment wherever feasible.*

The property is located directly adjacent to an existing, established commercial area. The property directly to the south of the subject land is currently being developed with eight residential units in two buildings. Properties to the north of the subject property are developed with single-detached residential dwellings. The property to the east is developed with highway commercial uses and there is a large earthen berm along the rear property line of this adjacent property which acts as a buffer. The subject property fronts on an arterial

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road, both sides of which are included in the settlement area boundary and are intended for development. The STATO Trail and Temiskaming Transit route both run past the property along Grant Drive. Additional requirements can be addressed through site plan control.

Based on the above information it is my opinion that the proposed development demonstrates consistency with the City of Temiskaming Shores Official Plan.

### **City of Temiskaming Shores Zoning By-law**

The property is currently zoned Highway Commercial (C2) in the City of Temiskaming Shores Zoning By-law. The purpose of the amendment is rezone the property to High Density Residential (R4) to permit the development of 68 unit residential complex with associated parking facilities. The development as proposed meets the provisions of the R4 zone and no site-specific exceptions are required.

### **Comments Received from the Agency Circulation and Public Notification Process**

The application was circulated to municipal departments, agencies, and the public. The following comments were received:

#### **Director of Public Works**

- ✓ *The subject land is located in the former Township of Dymond fronting Grant Drive and can be serviced by municipal water and sanitary services located on the west side of the easement adjacent to the property in question. The City is aware of potential issues regarding water pressure and volume and are currently working on plans to address those potential concerns.*
- ✓ *The subject lands can be accessed directly on Grant Drive. This roadway has a bituminous asphalt surface and is maintained on a year round basis. There are no concrete sidewalks or curb & gutter present and roadway drainage is by open ditch and through the south portion of the property in question through a buried culvert system. Based on proposed development of the property, re-location of the buried infrastructure would be required, at the owner's cost.*
- ✓ *Street lights are not currently installed in this area and there are no plans to upgrade the lighting system at this time.*
- ✓ *Vehicular access to the area in question is available from a northerly direction along Highway 11 or from the south via Highway 65, both of which are under the Ministry of Transportation (MTO) jurisdiction.*
- ✓ *MTO review of storm water management plans may be required.*
- ✓ *Both an Entrance Permit and Municipal Services Permit will be required from the City of Temiskaming Shores.*
- ✓ *The Public Works Department has no objections to this application.*

**Chief Building Official** – *No concerns from the Building Dept.*

**Fire Chief** – *I have no objections to the application, however do have concerns with the water pressure in this area. We would have to be sure that adequate water pressure is provided for fire protection and suppression.*

**Director of Recreation** – *I have no concerns other than that expressed by Bill Ramsay in regard to the snowmobile trail in this area.*

**Director of Corporate Services** – *No comments from me.*

**City Manager** – *I have no concerns.*

**Clerk** – *No comments received.*

**Economic Development and Funding Application Coordinator** – *From a tourism perspective, there is the issue of the snowmobile trail across the property. This is the only access that snowmobilers have to access services at Canadian Tire, TSC and fast food restaurants. As the Quality Inn, Holiday Inn, and Econo Lodge are the primary hotels for snowmobilers, this access is used regularly to access these and other services in that commercial area of Dymond.*

**Tax Collector / Treasurer** – *I have no issues regarding this application.*

### **Ministry of Transportation:**

*MTO staff have reviewed the information provided and at this time I would offer the following comments:*

- *The traffic brief provided has been deemed acceptable.*
- *A Ministry of Transportation of Ontario (MTO) building/land use permit is required prior to the construction of any proposed buildings, septic systems, wells etc. located within 45m of the MTO right-of-way (ROW) limits or within a 395m radius of the Highway 11/Drive in Theatre Road intersection. MTO sign permit(s) are required for the placement of any signs within 400m of the limit of the highway.*
- *Prior to the issuance of MTO permits a Stormwater Management plan/report is required for MTO review and approval. The report must detail pre and post development flows and any implications for the highway drainage system. Additional information can be obtained online at <http://www.mto.gov.on.ca/english/publications/drainage/stormwater/>.*
- *The applicant should contact Ms. Natalie Dugas, Corridor Management Officer, at our New Liskeard office by phone at 705-647-1802 or by e-mail at [Natalie.Dugas@ontario.ca](mailto:Natalie.Dugas@ontario.ca) for further information with respect to MTO permit requirements. MTO permits can be obtained by applying online at <https://www.hcms.mto.gov.on.ca>.*

*If you have any questions on the above please contact me.*

### **Public Comments:**

- Bill Ramsay, Tri Town Sno Travellers – an informal discussion was had regarding the trail crossing the property. Mr. Ramsay made a presentation at the public meeting prior to the land transfer and indicated that he would like the City to retain an easement across the property to accommodate the snowmobile trail. At that time the property owner indicated that there would not be enough room between the north or west property lines and the building to accommodate an easement, but an easement along the south line could be an option. During the discussion on the current application it was indicated to Mr. Ramsay that the property has been transferred to the Temiskaming Shores Seniors Housing Corporation and the snowmobile club will need to work with the property owner to secure the necessary permission for the snowmobile trail to cross their land.
- Gilbert Breault, 182 Drive In Theatre Road – Mr. Breault attended the public meeting and asked if the proper drainage of the property would be included in the development, what the setbacks would be from his property to the north, and if the surface conditions of the roadways in the area would be improved. Mayor Kidd indicated that the property will include proper stormwater management, the setback from his property to the north would be approximately 26m (85'), and that the roadway would be repaved upon completion of this and other large-scale developments proposed in the area.

### **Recommendation**

Based on the information presented in this report, in my opinion, the proposed Zoning By-law amendment is consistent with the Provincial Policy Statement (2014); does not conflict with the Northern Ontario Growth Plan; complies with the City of Temiskaming Shores Official Plan; and represents good planning.

**It is therefore recommended that Council approve the Zoning By-law Amendment application.**

Respectfully submitted,

---

Jennifer Pye, MCIP, RPP  
Planner



The City of Temiskaming Shores  
P.O. Box 2050  
325 Farr Drive  
Haileybury, Ontario POJ 1K0  
705-672-3363

---

## Application for Zoning By-law Amendment Under Section 34 of the Planning Act

---

**Fee for Application to Amend the Zoning By-law: \$750 + \$100 advertising fee + 13% HST = \$960.50**

**Please read before completing this application**

This application reflects the mandatory information that is prescribed in the Schedules to Ontario Regulation 545/06 made under the Planning Act, RSO, 1990, as amended, as well as information required by the City of Temiskaming Shores to assist in the assessment of the proposal.

In addition to completing this form, the Applicant is required to submit the fee, a detailed site plan and any additional information or studies that may be necessary to assess the proposal.

Failure to submit the required information will delay the consideration of this Application. An application which is not considered complete under the Planning Act is not subject to the timelines of the Act.

**Applicants are encouraged to consult with the Municipality prior to completing the application.**

**OFFICE USE ONLY**

File No.: ZBA-2019-01

Date Received: April 23, 2019

Roll No.: 5418-020-002-069-10

**1. Owner Information**

Name of Owner: Temiskaming Shores Seniors Housing Corp.  
Mailing Address: 135 Bruce Street, Haileybury, ON.  
Email Address: ckidd@temiskamingshores.ca Phone: 705-648-0018

**If more than one registered owner, please provide information below (attach separate sheet if necessary):**

Name of Owner: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_ Phone: \_\_\_\_\_

**2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):**

Name of Agent: CGV Builders Inc.  
Mailing Address: 56 Connaught Ave, Cochrane, ON  
Email Address: m.brousseau@cgvbuilders.ca Phone: 705-272-5404

**3. Please specify to whom all communications should be sent:**

Owner  Applicant/Agent

**4. Property Information**

a. Location of the subject land:

Dymond  New Liskeard  Haileybury

Municipal Address 310 Grant Drive
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Parts 1, 2, 3, 4 and 5, PT N 1/2 LT 9, Con 3, Parts 3&4 PL54R6021/PL54R6084

b. Date the subject land was acquired by the current owner: March 1st, 2019

c. Names and addresses of the holders of any mortgages, charges, or other encumbrances of the subject land:

none
------

d. Are there any easements or restrictive covenants affecting the subject land?

Yes  No

If yes, describe the easement or covenant and its effect:

There is an existing 1200mm dia. CSP that run through the lower south end part of the property to the south west corner of the property. Civil plan (drawing number exp.) attached for reference. Storm water drains across parts 3 & 4 on PL54R6084. The City will maintain the easement for the storm infrastructure.
---

e. Dimensions of subject land:

Lot Area: 31920 sm Road Frontage: 234m  
 Water Frontage: N/A Lot Depth: 136.9m

f. Existing use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): \_\_\_\_\_  
 Other (specify): \_\_\_\_\_

g. Length of time the existing uses of the subject land have continued: N/A

h. Are there any buildings or structures existing on the subject land?

- Yes       No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building					
Height of building (m)					
Setback from front lot line (m)					
Setback from rear lot line (m)					
Setback from side lot line one side (m)					
Setback from side lot line other side (m)					
Setback from shoreline (m)					
Dimensions (m) or floor area (m <sup>2</sup> )					
Date constructed					
Is building to remain or be removed?					

i. Has the subject land ever been used for commercial or industrial purposes?

- Yes       No

If yes, has a Record of Site Condition ever been completed in accordance with Ontario Regulation 153/04?

- Yes       No

j. Existing use(s) of abutting properties:

North: Residential East: Vacant  
 South: Residential and Commercial West: Commercial

k. Are any of the following uses or features on the subject land or within 500m (unless otherwise specified)?

Use or Feature	On the subject land	Within 500 metres of subject land (indicate approximate distance)
An agricultural operation including livestock or stockyard	<input type="checkbox"/>	<input checked="" type="checkbox"/> 100m
A landfill	<input type="checkbox"/>	<input type="checkbox"/>
A sewage treatment plant or waste stabilization plant	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland (Class 1, 2 or 3 wetland)	<input type="checkbox"/>	<input type="checkbox"/>
A provincially significant wetland within 120 metres of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
A waterbody, watercourse, river, or stream	<input type="checkbox"/>	<input type="checkbox"/>
A rehabilitated mine site	<input type="checkbox"/>	<input type="checkbox"/>
A non-operating mine site within 1 kilometre of the subject land	<input type="checkbox"/>	<input type="checkbox"/>
An active mine site, gravel pit or quarry	<input type="checkbox"/>	<input type="checkbox"/>
An industrial or commercial use (specify)	<input type="checkbox"/>	<input checked="" type="checkbox"/> 200m
An active railway line	<input type="checkbox"/>	<input type="checkbox"/>
Utility corridor(s)	<input type="checkbox"/>	<input type="checkbox"/>
Provincial Highway	NA	<input checked="" type="checkbox"/> 260m

**5. Planning Information**

a. Current Official Plan Designation(s): Mixed-Use Areas

b. Explain how the application conforms with the Official Plan:

Higher density residential use is compatible with the neighborhood and is permitted in the mixed use designation.

c. Current Zoning: Highway Commercial (C2)

d. Nature and extent of the rezoning being requested:

To Develop the land and construct a 68 Unit Seniors housing

e. Reason why rezoning is being requested:

To develop a 68 unit seniors housing, the land will need to be rezoned to an R4 High density Residential

f. Is the subject land within an area where the municipality has predetermined the minimum and maximum density requirements or the minimum and maximum height requirements?

Yes  No

If yes, provide a statement of these requirements:

g. Is the subject land within an area where zoning with conditions may apply?

Yes  No

If yes, explain how the application conforms to the Official Policies related to zoning with conditions:

h. Does the application propose to change the boundary of a settlement area or establish a new area of settlement?

Yes  No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the alteration or establishment of an area of settlement:



i. Does the application propose to remove land from an area of employment?

Yes     No

If yes, provide details of the current Official Plan policies or Official Plan Amendment dealing with the removal of land from an area of employment:

**6. Proposed Use of Property**

a. Proposed use(s) of the subject land (check all that apply):

- Residential                       Commercial                       Industrial  
 Institutional                       Agricultural                       Vacant  
 Mixed Use (specify): \_\_\_\_\_  
 Other (specify): \_\_\_\_\_

b. Are any buildings proposed to be constructed on the property?

Yes     No

If yes, complete the table below (attach a separate sheet if necessary):

	Building 1	Building 2	Building 3	Building 4	Building 5
Type or use of building	Residential Seniors Housing				
Height of building (m)	11.25m				
Setback from front lot line (m)	10.8m				
Setback from rear lot line (m)	9.8m				
Setback from side lot line one side (m)	10.0m				
Setback from side lot line other side (m)	10.0m				
Setback from shoreline (m)	n/a				
Dimensions (m) or floor area (m <sup>2</sup> )	6,022sm				

**7. Access and Servicing**

a. What type of access is proposed for the subject land?

- |   |                                       |
|---|---------------------------------------|
| <input type="checkbox"/> Provincial Highway                             | <input type="checkbox"/> Private Road |
| <input checked="" type="checkbox"/> Municipal Road, maintained all year | <input type="checkbox"/> Right-of-Way |
| <input type="checkbox"/> Municipal Road, maintained seasonally          | <input type="checkbox"/> Water Access |
| <input type="checkbox"/> Other (specify): _____                         |                                       |

i. If access to the subject land will be by water only, describe the docking and parking facilities to be used and the approximate distance to these facilities from the subject land and the nearest public road:

b. What type of water supply is proposed for the subject land?

- Publicly owned and operated piped water supply (City water)
- Privately owned and operated individual well
- Privately owned and operated communal well
- Lake or other water body
- Water service not proposed
- Other (specify): \_\_\_\_\_

c. What type of sewage disposal is proposed for the subject land?

- Publicly owned and operated sanitary sewage system (City sewer)
- Privately owned and operated individual septic system
- Privately owned and operated communal septic system
- Privy
- Sewage disposal service not proposed
- Other (specify): \_\_\_\_\_

i. If the proposed amendment would permit development on a privately owned and operated individual or communal septic system, and more than 4,500 litres of effluent would be produced per day as a result of the development being completed, a servicing options report and a hydrogeological report prepared by a qualified professional are required to be submitted:

- Title and date of servicing options report: n/a
- Title and date of hydrogeological report: n/a

d. What type of storm drainage is proposed for the subject land?

Storm sewer

Ditches

Swales

Other (specify): Proposed ditches and swales will be directed to the existing storm piping running across the property.

**8. Previous Applications**

Has the subject land ever been the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Unknown

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minister's Zoning Order  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

**9. Concurrent Applications**

Is the subject land currently the subject of any of the following applications under the Planning Act (if the answer to any of the following is yes, please provide the file number and status of the application if known):

Official Plan Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Zoning By-law Amendment  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Minor Variance  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Plan of Subdivision  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Consent  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

Site Plan Control  Yes  No File No.: \_\_\_\_\_ Status: \_\_\_\_\_

**10. Provincial Policies**

a. Is the proposed zoning by-law amendment consistent with the policy statements issued under subsection 3(1) of the Planning Act?

Yes  No

i. If yes, explain how the zoning by-law amendment is consistent with the policy statements issued under subsection 3(1) of the Planning Act:

This will provide additional affordable housing, will provide accessible housing units, will provide higher density housing, will make use of the existing services and is located within the built up area.

b. Is the subject land within an area of land designated under any provincial plan or plans?

Yes     No

i. If yes, explain how the zoning by-law amendment conforms or does not conflict with the provincial plan or plans:

Northern Ontario Growth Plan. it does not conflict with this.

**11. Public Consultation Strategy**

Detail the proposed strategy for consulting with the public with respect to the application:

Follow Planning Act requirements

Other (please specify):

[Empty text box for specifying other consultation strategies]

**12. Additional Studies or Information**

Additional studies or information may be required by the Municipality to support the application. The application may not be considered a complete application unless these studies have been completed. Applicants are advised to pre-consult with the Municipality to determine what additional studies or information is required.

List of additional studies or information required by the Municipality (to be provided by the Municipality):

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

### 13. Sketch


The application shall be accompanied by a site plan showing the following information:

- The boundaries of the subject land;
- The location, size and type of all existing and proposed buildings and structures on the subject land, indicating their distance from the front lot line, rear lot line and side lot lines;
- The approximate location of all natural and artificial features (for example: buildings, railways, roads, watercourses, drainage ditches, banks of rivers or streams, wetlands, wooded areas, wells and septic tanks, etc.) that:
  - Are located on the subject land and on land that is adjacent to the subject land, and
  - In the applicant's opinion, may affect the application;
- The current uses of land that is adjacent to the subject land;
- The location, width, and name of any roads within or abutting the subject land, indicating whether it is an unopened road allowance, a public travelled road, a private road or a right of way;
- If access to the subject land will be by water only, the location of the parking and docking facilities to be used;
- The location and nature of any easement affecting the subject land.

**14. Applicant/Agent Authorization**

If the applicant is not the owner of the land that is the subject of this application, the written authorization of the owner that the applicant is authorized to make the application must be included with this form or the authorization set out below must be completed.

I/We, Temiskaming Shores Seniors Housing Corporation are the registered owners of the subject land and I/we hereby authorize CGV Builders Inc. to make this application on my/our behalf and to provide any of my/our personal information that will be included in this application or collected during the processing of the application.

Date: APRIL 17/2019 Owner's Signature: 

Date: \_\_\_\_\_ Owner's Signature: \_\_\_\_\_

**15. Authorization for Site Visits**

I/We authorize Municipal Staff and Council and/or Committee members, as necessary, to enter the subject property to gather information necessary in the assessment of the application.

  
Applicant Initial

\_\_\_\_\_  
Applicant Initial

**16. Notice re: Use and Disclosure of Personal Information**

In accordance with the Planning Act and the Municipal Freedom of Information and Protection of Privacy Act, I/We acknowledge and understand that any information collected on this form and any supplemental information submitted as part of this application can be disclosed to any person or public body.

  
Applicant Initial

\_\_\_\_\_  
Applicant Initial

**17. Declaration of Applicant**

- ✓ If the application is being submitted by the property owner and there is more than one registered owner, each owner must complete a separate declaration.
- ✓ If the application is being submitted by the property owner and the owner is a firm or corporation the person signing this declaration shall state that he/she has authority to bind the corporation or affix the corporate seal.
- ✓ This declaration must be completed in front of a Commissioner for Taking Affidavits.

I, Michel Vezeau of the Town of Cochrane  
in the Province of Ontario make oath and say

(or solemnly declare) that the information contained in this application is true and that the information contained in the documents that accompany this application is true and I make this solemn declaration conscientiously knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

**Sworn (or declared) before me**

at the Town of Cochrane  
in the Province of Ontario  
this 18 day of April, 2019

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
A Commissioner for Taking Affidavits



**Application for Zoning By-law Amendment**

**Notice of Complete Application  
And Notice of Statutory Public Hearing**

Under Section 34 of the Planning Act, R.S.O. 1990 c.P.13

The City of Temiskaming Shores has received the following application to amend the City of Temiskaming Shores Zoning By-law:

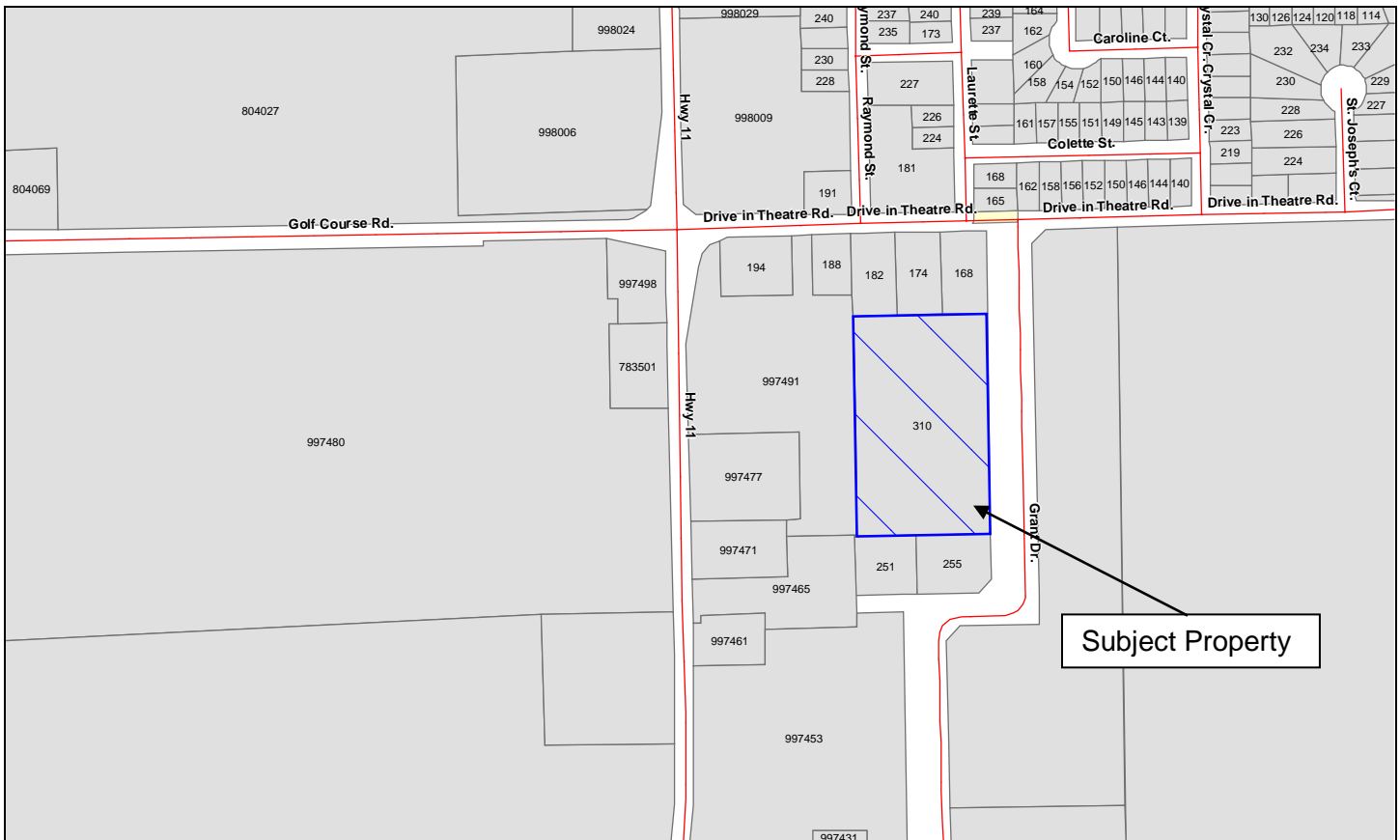
- File #:** ZBA-2019-01
- Agent:** CGV Builders
- Owner:** Temiskaming Shores Seniors Housing Corporation
- Property:** Dymond Concession 3, North Part of Lot 9, RP 54R-6021 Parts 3 and 4

**A public hearing** will be held to consider the Zoning By-law Amendment application:

- Date:** Tuesday, May 14, 2018
- Time:** 6:00 p.m.
- Place:** Council Chambers at City Hall, 325 Farr Drive, Haileybury

The application proposes to rezone the subject land from **Highway Commercial (C2)** to **Apartment Residential (R4)** to permit the construction of a 68 unit residential building. The proposed building is single-storey. 90 on-site parking spaces are proposed to be provided. Additional site-specific exceptions may be required.

The property is designated Mixed Use Areas in the City of Temiskaming Shores Official Plan.





**Any person** may attend the public meeting and/or make written or verbal presentation to express support of, or opposition to, this application. If you are aware of any person who may be affected by this application, who has not received a copy of this notice, it would be appreciated if you would inform them of the application.

Written comments on this application may be forwarded to the City prior to the hearing.

If you are receiving this notice as the owner of a multi-unit residential building, please post this notice in a location that is visible to all of the residents.

If you wish to be notified of the decision of the City of Temiskaming Shores on the proposed Zoning By-law Amendment, you must make a written request to the City of Temiskaming Shores at the address below.

If a person or public body would otherwise have an ability to appeal the decision of the Council of the City of Temiskaming Shores to the Local Planning Appeal Tribunal but the person or public body does not make oral submissions at a public meeting or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body is not entitled to appeal the decision.

If a person or public body does not make oral submissions at a public meeting, or make written submissions to the City of Temiskaming Shores before the by-law is passed, the person or public body may not be added as a party to the hearing of an appeal before the Local Planning Appeal Tribunal unless, in the opinion of the Tribunal, there are reasonable grounds to do so.

**Additional information** pertaining to the application is available for review between 8:30 a.m. and 4:30 p.m. at City Hall, or by contacting the undersigned.

**Dated** this 24<sup>th</sup> day of April, 2019.

Jennifer Pye, MCIP, RPP  
Planner  
City of Temiskaming Shores  
325 Farr Drive  
PO Box 2050  
Haileybury, ON P0J 1K0  
Tel: 705-672-3363 ext. 4105  
Fax: 705-672-2911  
jpye@temiskamingshores.ca

File Location: P:\28000\28236-000 - Seniors Housing Facility - Northern ON\3-JLR DWG\1-Civil\28236 - BASEPLAN-2019-04-17.dwg

**TABLE OF SITE STATISTICS**  
CITY OF TEMISKAMING SHORES - COMPREHENSIVE ZONING BY-LAW 2017-154  
ZONE PROVISION R4 - HIGH DENSITY RESIDENTIAL (RETIREMENT HOME)  
ADJACENT LAND USES AS IDENTIFIED

	REQUIRED	PROPOSED
MINIMUM LOT AREA (m <sup>2</sup> )	1100	31920
MINIMUM LOT FRONTAGE (m <sup>2</sup> ) - GRANT DRIVE	30	234
MAXIMUM LOT COVERAGE (%)	40	18.70
MINIMUM FRONT YARD (m)	6	10.80
MINIMUM INTERIOR SIDE YARD (m)	6	10.00
MINIMUM EXTERIOR SIDE YARD (m)	7.50	25
MINIMUM REAR YARD (m)	7.50	9.80
MINIMUM SETBACK FROM WATERCOURSE (m)	15	15
MAXIMUM BUILDING HEIGHT (m)	12	11.25
MAXIMUM NUMBER OF DWELLING UNITS	1 FOR EACH 120 SQ.M OF LOT AREA	68
MINIMUM LANDSCAPED OPEN SPACE (m <sup>2</sup> )	35	3375
MINIMUM NUMBER OF PARKING STALLS	29	90
NUMBER OF ACCESSIBLE PARKING SPOTS (MIN. 4.6m WIDTH)	3	21

**LEGEND**

- EXISTING FEATURES
- PROPOSED FEATURES
- WATER SERVICE
- SANITARY SERVICE
- STORM SEWER
- ASPHALT EDGE
- EDGE OF SHOULDER
- SWALE
- TOP OF SLOPE
- ACCESSIBLE PATIO
- LOWERED PATIO
- FROST SLAB
- TOPSOIL AND SOD
- SANITARY MANHOLE
- HYDRANT c/w VALVE
- WATER VALVE
- WATER APPURTENANCE
- STORM MANHOLE
- RIP-RAP CHECK DAM
- MAJOR FLOW DIRECTION

**PRELIMINARY**  
**NOT FOR**  
**CONSTRUCTION**  
APRIL 2019

A	ISSUED FOR 75% CLIENT REVIEW	12/04/19
No.	ISSUE / REVISION	DD/MM/YY

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VERIFY SHEET SIZE AND SCALES. BAR TO THE RIGHT IS 25mm IF THIS IS A FULL SIZE DRAWING.

SCALE: 1:400

CLIENT:



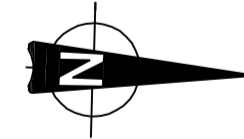
CONSULTANT: [www.jrichards.ca](http://www.jrichards.ca)



CONSULTANT:

PROFESSIONAL STAMP

PROJECT NORTH



PROJECT:

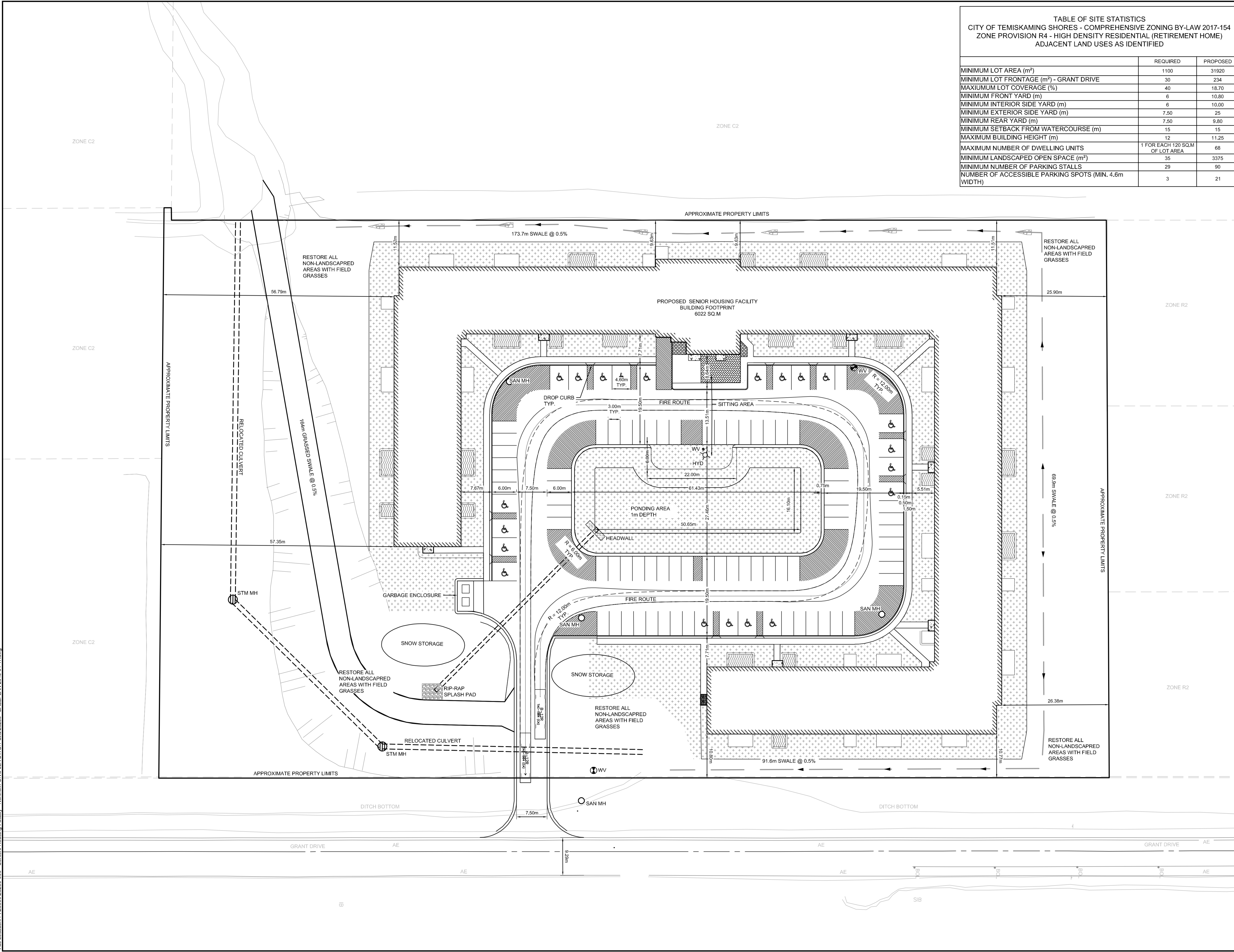
**TEMISKAMING SHORES SENIORS HOUSING CORP.**

TEMISKAMING SHORES, ONTARIO

DRAWING:

**SITE LAYOUT**

DESIGN: SS	DRAWING #:
DRAWN: JP	<b>C100</b>
CHECKED: RL	
JLR #: 28236	



PLOT DATE: April 18, 2019 11:28:54 AM

# BOBOLINK SURVEY

## CITY OF TEMISKAMING SHORES

Survey conducted by Bruce Murphy  
Report submitted Monday July 16th 2018



111416 Hilliard River Road,  
Hilliardton, ON POJ 1L0  
birdboy@parolink.net  
705-650-0640



SPECIALIZING IN  
BOBOLINK SURVEYS

## Technical Memorandum

### Introduction

Bobolinks are a very vocal social bird and can easily be heard from a distance well over the expanse of the property surveyed. Bobolinks prefer a mix of open field and hedges allowing them to perch and call to set up territory. They have a preference for dry fields that support a number of different grass species that provide cover for nesting. Prior to the study Micheline Mamone district biologist from North bay district Ministry of Natural Resources and forestry was contacted to discuss the bobolink protocol and dates for the survey to be sure the study was in compliance with MNRF protocol.

### Methods

Three rounds of surveys were completed on June 2<sup>nd</sup> June 15<sup>th</sup> July 1<sup>st</sup>. In consultation with Micheline Mamone rather than have one point count three stations were established as well the perimeter was walked at the conclusion of the point counts to ensure the complete area was surveyed. Each point count was spatially separated by 100 meters and the observer was looking for any cues that bobolinks could be present. Point counts are designed to allow the observer to detect bobolinks by sight or by call and the observer is attuned to 360 degrees of observation from the point center. Each survey location consisted of a 50 meter radius circular plot and each plot had a 50 meter radius buffer between each point count. Prior to the survey at each plot the observer waited 2 minutes to allow the birds to habituate to their presence which is standard practise. The survey at each point count was ten minutes in duration. After the point counts were conducted the observer walked the entire perimeter of the property to be completely satisfied that the entire area was surveyed for the chance to identify bobolinks on the property.

In addition to the point counts and transects on each outing a bobolink playback call was used after the point count were completed to be absolutely sure no bobolinks in the area could have been missed. Bobolinks respond extremely aggressively to a play back call and the play back did not illicit a response from any bobolinks allowing the observer the utmost confidence in the result of the survey



SPECIALIZING IN  
BOBOLINK SURVEYS

## Results

No bobolink were found on the property on any of the observation days and it is of the opinion of the observer that the habitat is not suitable for bobolinks to nest in. Many areas of the habitat were very wet and much of the habitat is rutted by ATV use. In addition there are no hedgerows or other vertical structure that bobolink can use for cover and to perch on to call. The call of bobolinks is very loud and robust and travels for quite a distance. In addition bobolinks are very social and can be found easily in groups of 2 to 12 early in the breeding season. When a pair decides to nest the male continues to call and is very noticeable and easy to find. The fact that no males were calling and no Bobolinks were noted on any of the survey dates and the deficiencies in habitat quality allows me to assert that this property is not suitable habitat for bobolinks to nest. Additionally there would be no expectation that further study would reveal that this habitat would be used by bobolink in the future. While the observer took note of other species that were recorded at the time of the study only 2 species were showing signs of nesting in the study area, song sparrows and savannah sparrows which further demonstrates that this property has any value as breeding habitat for bobolinks.



SPECIALIZING IN  
BOBOLINK SURVEYS

### Anecdotal Findings

Outside of the study area during the time of the study bobolinks were easy to find on suitable habitat. Bobolinks were easy to find along highway 569 towards the Hilliardton Marsh but the habitat has a great deal of vertical structure including hedge rows and hay mounds which is an essential component of habitat for bobolinks. Bobolinks were also noted on Peter's road which is 4 km from the study site. Bobolinks were seen on each study day away from the study site which can only leave the conclusion that this study site is not acceptable habitat for bobolinks to nest. While it is true that bobolinks need grassland to nest, this particular grassland is substandard and does not meet all of the requirements that bobolink favour to nest in. Add to this the human interference factor and the lands proximity to a major highway and industrial development make this location sub marginal habitat at best. Please note this is anecdotal but affirms the findings that no bobolinks were found to be present in this study.



SPECIALIZING IN  
BOBOLINK SURVEYS

Table 1 species that were noted during the study period

Common Name

American Crow

American goldfinch

American Robin

Blue jay

Common Grackle

Common Raven

Common Yellow Throat

European Starling

House Sparrow

Mourning Dove

Savannah Sparrow

Song Sparrow

Red-Winged Blackbird

Rock pigeon

Ring billed Gull

Tree swallow

Yellow Warbler

It should be noted that other than savannah sparrows and song sparrows most of the species observed were flying over and not using this habitat for nesting or feeding.



SPECIALIZING IN  
BOBOLINK SURVEYS

## Appendix 1

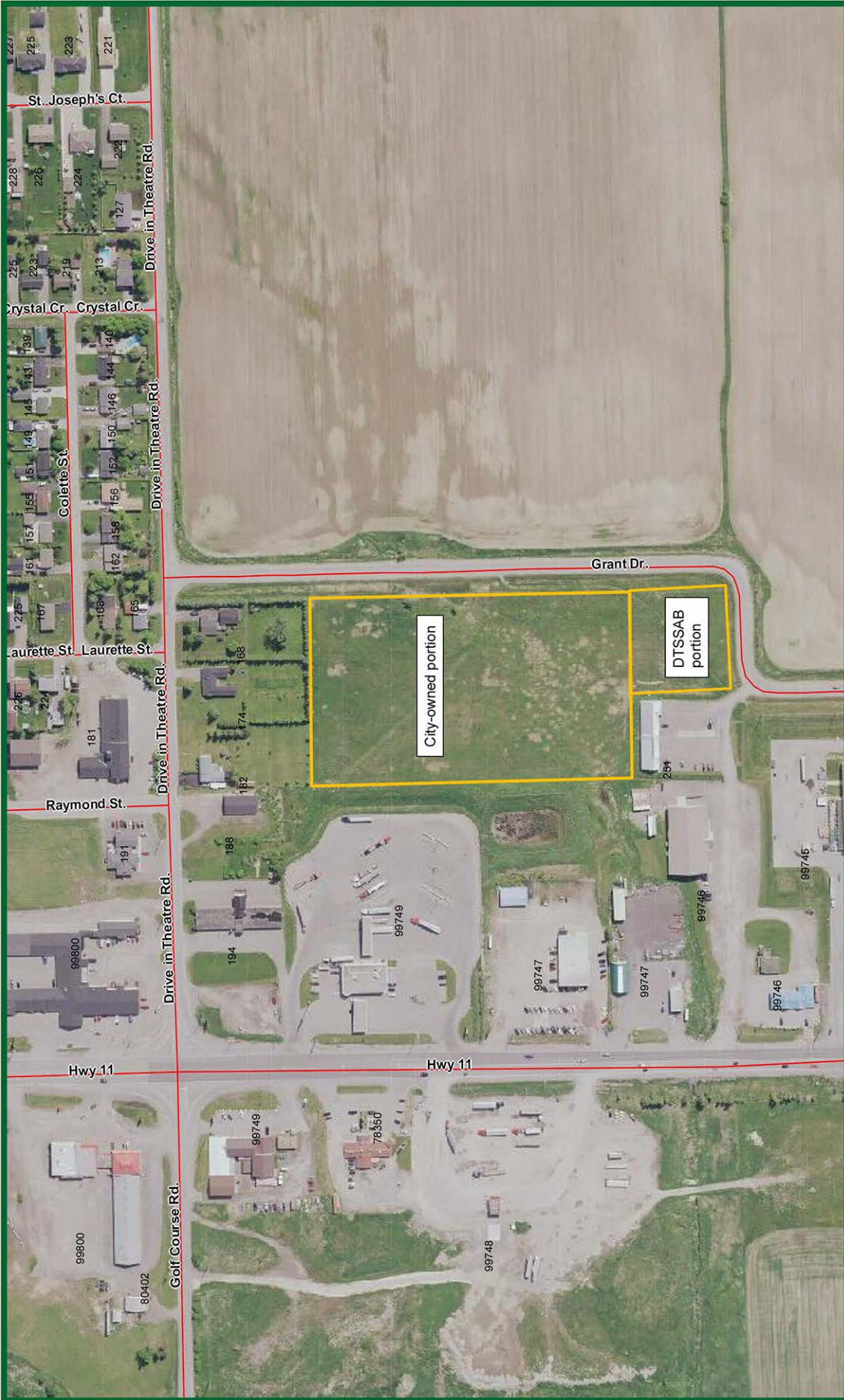
### Bobolink protocol pertinent details for this study

- 1 Bobolink survey shall consist of point counts outlined as per the methodology and conditions approved by the Ministry of Natural Resources and Forestry species at risk biologist.
- 2 The number and location of point counts will allow a comprehensive survey of the area determine the presence or absence of bobolinks in the area.
- 3 During each survey the following data will be collected

\*Date and weather (wind cloud cover, precipitation, temperature)

\*Number and location of bobolinks observed



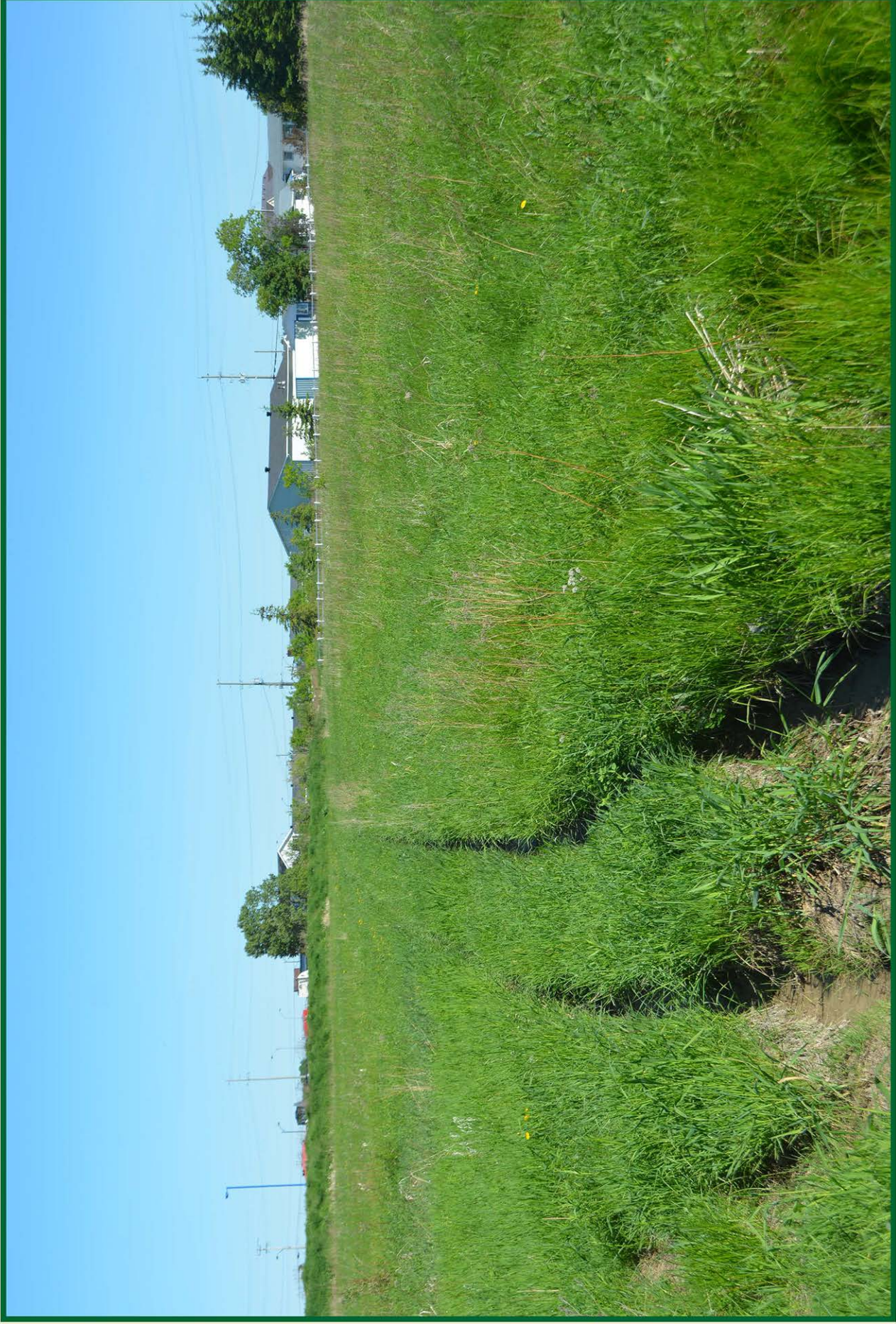


Appendix 1a





Appendix 2 - Rutting and unsuitable wet ground



Appendix 3 - Extent of rutting and atv use



Appendix 4 - Lack of vertical structure



Appendix 6 - Clear use of atv traffic

The Corporation of the City of Temiskaming Shores  
By-law No. 2019-000

Being a by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C2) to High Density Residential in the City of Temiskaming Shores Zoning By-law 2017-154 Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 3 and 4; RP 54R-6084 Parts 1 to 6 Roll No. 5418-020-002-069.10

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

**And whereas** By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-022-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to change the zoning on the property from Highway Commercial (C2) to High Density Residential for consideration at the May 21, 2019 Regular Council meeting;

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

1. **Schedule Changes**

- a) Schedule "D3" of By-law No. 2017-154 is hereby amended by rezoning Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 3 and 4; RP 54R-6084 Parts 1 to 6, as shown on Schedule "1" to this By-law, from the Highway Commercial (C2) Zone to the High Density Residential Zone.
2. That all other provisions of By-law No. 2017-154 shall continue to apply.
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
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 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

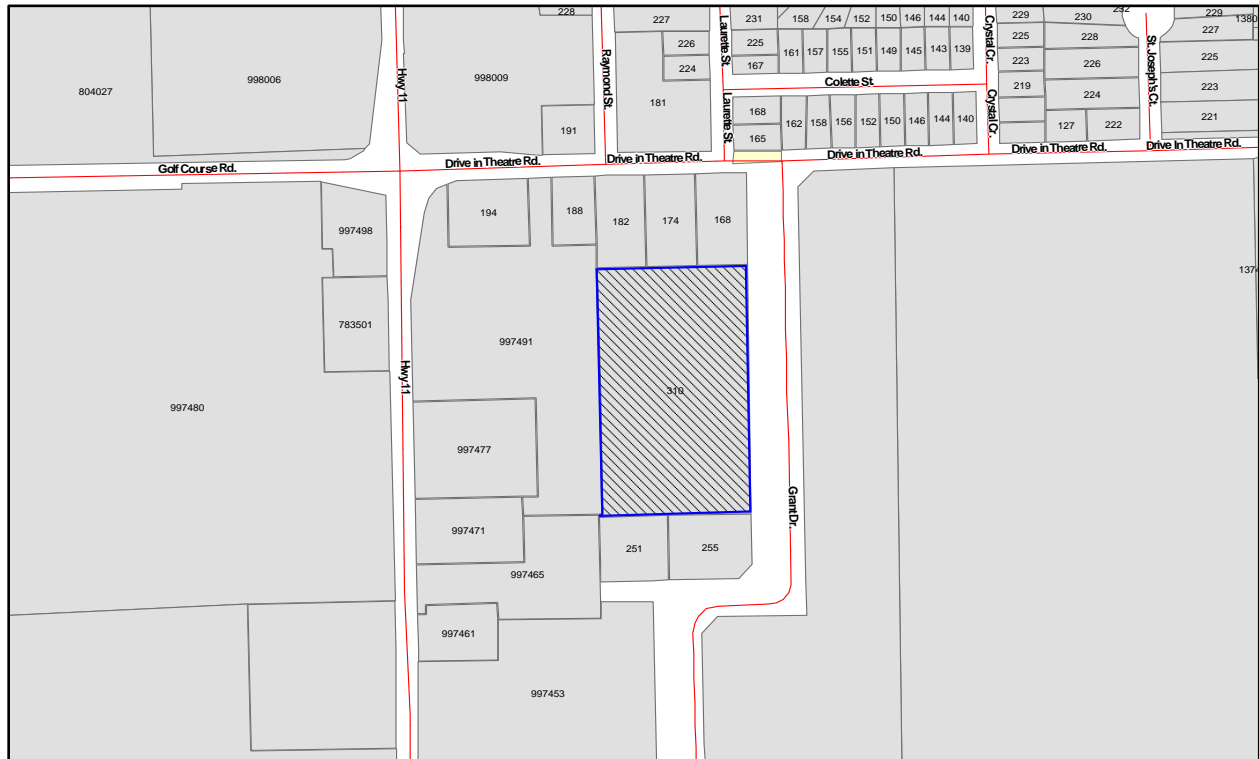
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Clerk – David B. Treen



# Schedule "1" to By-law 2019-000

## City of Temiskaming Shores



Rezoned from Highway Commercial (C2) to High Density Residential (R4)

**Subject:** Animal Control and Pound  
Services Contract

**Report No.:** CS-023-2019  
**Date:** May 21, 2019

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### **Attachments**

**Appendix 01:** Proposal Evaluation – CS-RFP-001-2019

**Appendix 02:** Sketch of Proposed Pound

**Appendix 03:** Draft Agreement

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-023-2019; and
2. That Council for the City of Temiskaming Shores directs staff to prepare the necessary By-law to enter into a three (3) year agreement with Ms. Roxanne St. Germain, operating as Temiskaming Area Animal Services, in the amount of \$71,500 plus applicable taxes per year for consideration at the May 21, 2019 Regular Council meeting.

### **Background**

On December 31, 2018, the current contract for Animal Control and Pound Services expired. In accordance with Section 1 of By-law No. 2017-150, the agreement with Prodigal Pets has continued on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days' notice by either party at the termination date of the agreement.

On February 4, 2019 Council directed staff to release RFP-CS-001-2019 for the provision of Animal Control and Pound Services with a closing date of February 28, 2019.

### **Analysis**

Three (3) submissions were received in response to RFP-CS-001-2019.

The evaluation committee consisting of the City Manger, the Director of Corporate Services and the Director of Recreation met with the individuals who submitted proposals on March 7, 2019. A number of interview questions were asked relating to animal control and pound services. Included in the discussions were any recommendations, initiatives or suggestions the bidders may have as the City is currently investigating “No-kill” options for Animal Control.

The three (3) proposals were evaluated by staff based on the Proposal Evaluation contained in the RFP which is attached as Appendix 01. The interviews were also evaluated.

On March 21, 2019 both the Protection to Persons and Property Committee and the Corporate Services Committee met and discussed Animal Control and Pound Services in Closed Session.

The PPP Committee met again on April 2, 2019 and requested that the “Estimated Fees and Disbursements” portion of the Evaluation Criteria be separated from the Service Delivery criteria. The results are as follows:

<b>Proposal</b>	<b>Price Scoring</b>	<b>Service Scoring</b>	<b>Total</b>	<b>Price</b>
Temiskaming Area Animal Services	300	442	742	\$71,500/year
Prodigal Pets	400	440	840	\$69,000/year
Kid Crest Farm	500	325	825	\$62,242/year

After careful consideration, the PPP Committee is recommending Ms. Roxanne St. Germain operating as Temiskaming Area Animal Services as the successful bidder for Animal Control and Pound Services based on the services proposed. In accordance with the Request for Proposal Process, the PPP Committee recognizes that “best value” is the essential part of purchasing a product and/or service and therefore the City may prefer a Proposal with a higher price, if it offers greater value and better serves the City’s interests, as determined by the City, over a Proposal with a lower price.

The City of Temiskaming Shores has heard from members of the public surrounding different approaches to Animal Control within the City and implementing the concept of “No-Kill” Animal Services. The PPP Committee feels that this change in culture can be easily led by Ms. St. Germain with a built network and team approach. Ms. St. Germain shared various ideas and strategies on what would be implemented for Animal Control and Pound Services that will provide a fresh outlook with goal of achieving a no-kill community. The approach is not just about reducing euthanasia by increasing adoptions, it would be to address root causes and what drives our intake of animals into the pound.

Through our Animal Control Officer, the City would be aligned with local organizations that have come forward, so that the effectiveness of the animal welfare community within the Municipality is maximized.

The City taking on a new approach to Animal Control represents a paradigm shift, or a revolution, in the way the Municipality considers Animal Control and Pound Services.

The start date for the new contract will be July 1<sup>st</sup>, 2019 for a period of three (3) years with an option for a two (2) year renewal based on performance and agreeable renewal terms.

The proposed location of the pound is 55 Regina St. in Temiskaming Shores. The proposed space will be renovated at the expense of the contractor to include a separate space for dogs and cats and will offer an inviting lobby area with viewing window for the public. A sketch is attached as Appendix 02. The pound will be fully operational in accordance with the plan provided by January 1, 2020. In the meantime, sufficient and safe pound operations will be put in place at the proposed location during the renovation process. The temporary pound will be inspected as per legislation.

Attached as Appendix 03 is the draft agreement which includes a provision for annual contract performance appraisals and a termination clause should either party provide the appropriate notice.

### **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 cost of Animal Control and Pound Services for the City of Temiskaming Shores would be \$71,500 per year plus applicable taxes. This amount is within the budgeted amount for 2019.

### **Alternatives**

No alternatives were considered in the preparation of this report.

### **Submission**

Prepared by:

Reviewed and submitted for  
Council's consideration by:

"Original signed by"

"Original signed by"

\_\_\_\_\_  
Shelly Zubycck  
Director of Corporate Services

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

**Proposal Evaluation Criteria**

An evaluation team consisting of key municipal staff will conduct the evaluation of proposals as well in person interviews and presentations.

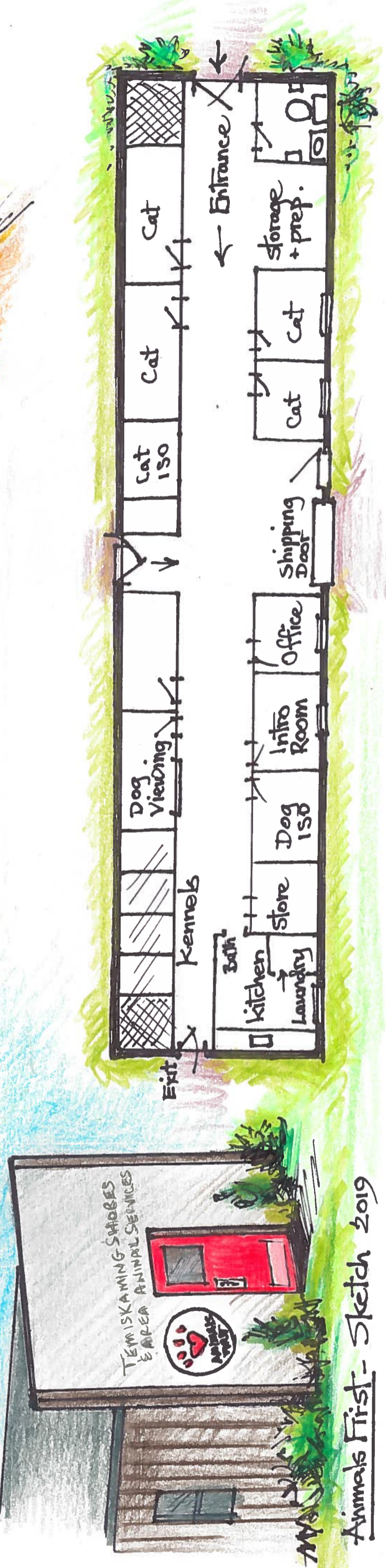
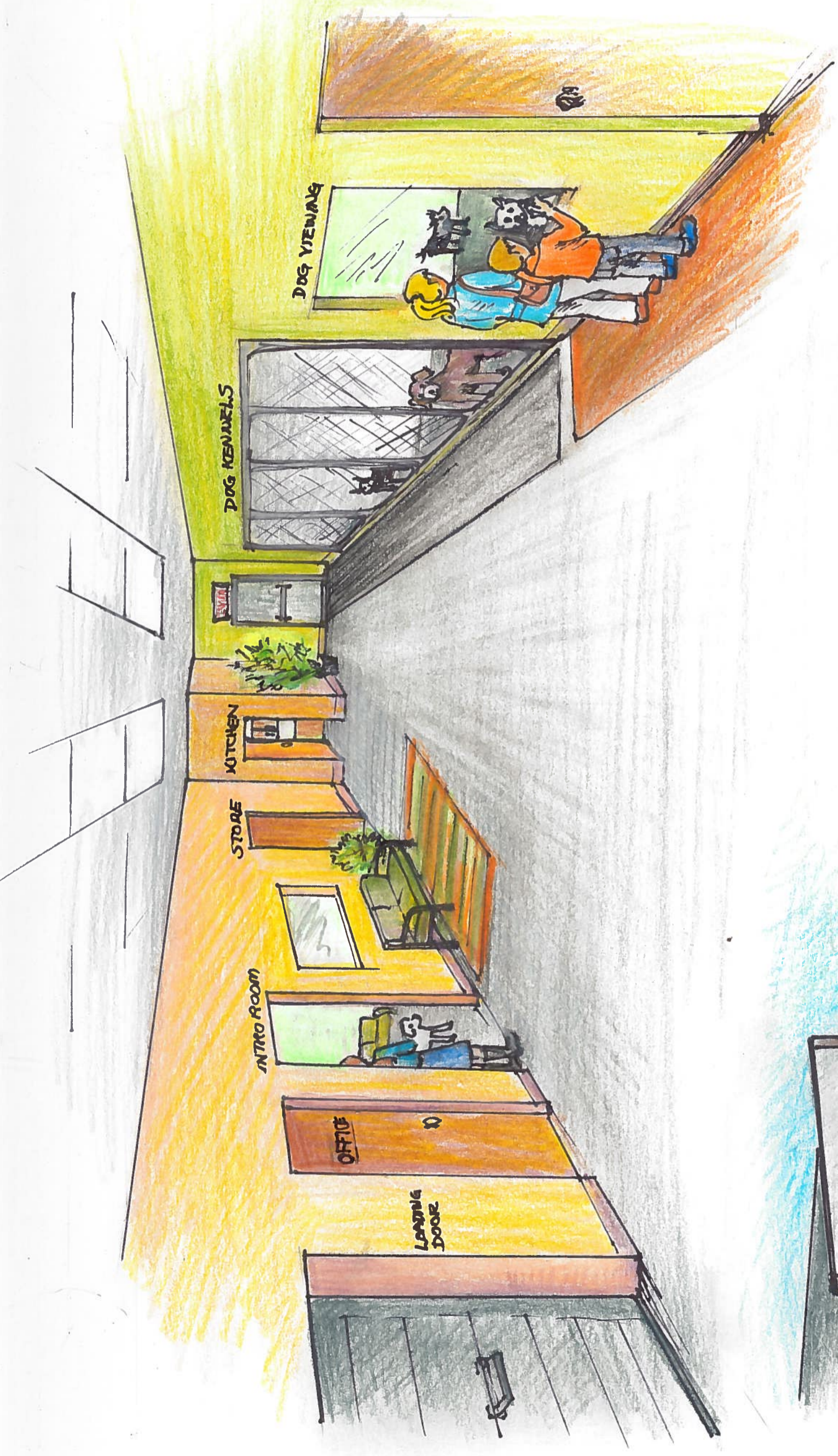
The City of Temiskaming Shores reserves the right in its evaluation of the proposal to consider all pertinent criteria whether or not such criteria are contained in the Request for Proposals.

CITY PROPOSAL EVALUATION CRITERIA			MAXIMUM TOTAL POINTS
	WEIGHT	POINTS	
<b>Qualifications and Expertise</b>			
Possession or ability to possess minimum qualifications	10	___10	_____(100)
Knowledge of applicable legislation/Provincial Offences	10	___10	_____(100)
Communication skills	5	___10	_____(50)
<b>25%</b>			
<b>Ability to Meet Specifications and Quality Workmanship</b>			
Completeness, accuracy and overall presentation	10	___10	_____(100)
Quality of vehicle and pound services proposed	10	___10	_____(100)
Ability to provide hours of operation coverage requested	5	___10	_____(50)
<b>25%</b>			
<b>Estimated Fees and Disbursements</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 Bids will be given 0.25 points. Prices within a small differential will be scored as equal.	50	___10	_____(500)
<b>50%</b>			

Bidder's Name: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Date: \_\_\_\_\_ Total Points: \_\_\_\_\_



Animals First - Sketch 2019

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

**By-law No. 2019-000**

**Being a by-law to execute an Agreement between the City of  
Temiskaming Shores and Ms. Roxanne St. Germain o/a  
Temiskaming Area Animal Services for the provision of Animal  
Control and Pound Services**

**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-022-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services for Animal Control and Pound Services in the amount of \$71,500 annually plus applicable taxes for consideration at the May 21, 2019 Regular Council meeting;

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

1. That the Corporation of the City of Temiskaming Shores enters into an agreement with Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services for the provision of Animal Control and Pound Services, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

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Deputy Mayor – Doug Jelly

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Clerk – David B. Treen

**This agreement** made in triplicate this 21<sup>st</sup> day of April, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
herein after referred to as the "City"

And:

**Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services**  
herein after referred to as the "Contractor"

**Whereas** the City deems it desirable to enter into an Agreement for Animal Control and Pound Services as herein set forth;

**Now therefore** in consideration of the mutual covenants herein expressed the parties hereto covenant and agree as follows:

### **1.0 Term**

- 1.1 This Agreement shall remain in effect for a three (3) year term commencing on July 1, 2019 and terminating on June 30, 2022.
- 1.2 At the termination date of this agreement, the agreement will continue on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days notice by either party. The City shall not be liable for costs or damages of any kind caused to the contractor by such cancellation.

### **2.0 Renewal**

- 2.1 The Parties shall have the right, if not otherwise in default, of renewing the agreement for a period of two (2) years. The terms and conditions shall be negotiated at signing. The Contractor shall be required to give written notice of her intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

### **3.0 Creation and Nature of Relationship**

- 3.1 The City will appoint the Contractor as a License Agent and Registrar to act on the City's behalf for dog and cat tags in accordance with the provisions of the Animal Control By-law.
- 3.2 The City will appoint the Contractor and his designated Animal Control Officers as Municipal Law Enforcement Officers.



- 3.3 This Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- 3.4 The Contractor will provide the Contractor’s services to the City of Temiskaming Shores as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- The Contractor is free to provide services to other clients so long as there is no interference with the Contractor’s contractual obligations to the City.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

#### **4.0 Services Provided**

##### **4.1 Pound Services**

- 4.1.1 As Poundkeeper, the Contractor shall provide a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22 as amended from time to time. This Pound shall be in full operation in accordance with the design provided as part of the Request for Proposal CS-RFP-001-2019 by January 1, 2020. This Pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Contractor shall also provide at his or her own expense all labour, vehicles, tools, equipment, etc. for the performance of such work.
- 4.1.2 The Contractor agrees to provide pound services at the location described below, and on those days and times as set out below:

**Location of Pound:**

55 Regina Street

New Liskeard, Ontario

**Normal Hours of Operation – Pound Services**

<b>Days</b>	<b>Minimum Requirements</b>
Monday to Friday	8:00 a.m. to 4:30 p.m. by appointment.
Saturday	8:00 a.m. to 4:30 p.m. by appointment.
Sunday	<b>Closed</b>
Statutory Holidays	<b>Closed</b>

- 4.1.3 The Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.
- 4.1.4 The Pound is to be capable of housing a minimum of five (5) dogs and five (5) cats.
- 4.1.5 Care and cleanliness within the Pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during this Agreement shall be forwarded to the City within 7 days of the Inspection.
- 4.1.6 The Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and, submit a Monthly Pound Services Report to the City by the 15<sup>th</sup> day of the next month.
- 4.1.7 The Contractor may put up for adoption any animal in the Contractors care after expiration of the redemption period. In such a case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.
- 4.1.8 In the event a dog or cat is adopted by a resident of the City of Temiskaming Shores then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and to record the name, address, telephone number and impound number.
- 4.1.9 The Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.

- 4.1.10 The Contractor will assist the City in providing a program of humane services for the residents of the City of Temiskaming Shores by receiving, accepting and euthanizing any animal released to the City for euthanasia purposes.
- 4.1.11 The Contractor agrees to provide for the legal disposal of animals.
- 4.1.12 In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.
- 4.1.13 The Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

4.2 **Animal Control Services**

- 4.2.1 **Normal Hours of Operation:** The Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as set out below:

**Normal Hours of Operation – Animal Control Services**

<b>Days</b>	<b>Minimum Requirements</b>
Monday to Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 4:30 p.m.
Sunday	<b>Closed</b>
Statutory Holidays	<b>Closed</b>

- 4.2.2 **After Hours Service:** The Contractor agrees to provide the following services to the City at such times of the day outside of the normal hours of operation:
  - a) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, with respect to injured dogs and/or cats that require emergency treatment;
  - b) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, involving vicious dog or vicious cat at large complaints;
  - c) Respond to requests for assistance from the City’s By-law Enforcement Officer or the Ontario Provincial Police;

- d) The supply of an Animal Control Officer, vehicle and equipment as may be required to respond to any such calls as noted above.
- 4.2.3 **Issue Provincial Offence Notices** to those persons who have violated the Animal Control By-law.
- 4.2.4 **Appear in Provincial Court** to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation
- 4.2.5 **Deal with complaints** from the public in connection with dogs or cats being permitted to run at large.
- 4.2.6 **Deal with complaints** from the public in connection with dogs or cats making unnecessary noise.
- 4.2.7 **Co-operate with other enforcement agencies**, as directed, in dealing with domestic animals.
- 4.2.8 **Aid to injured animals** found on public property, administer euthanasia if necessary.
- 4.2.9 **Maintain a complete record of all Animal Control Services**, including but not limited to the Monthly Animal Control Activity Report and the Monthly Occurrence Report to be submitted to the City on or before the 15<sup>th</sup> day of the next month.
- 4.2.10 **Provide additional records** and/or reports as required from time to time by the City.
- 4.2.11 **Provide patrols** for a minimum of 10 hours per week and complete a Monthly Record of Patrols to be submitted to the City on or before the 15<sup>th</sup> day of the next month. Patrols may be at the discretion of the City.
- 4.2.12 **Pro-actively sell dog and cat tags** in accordance with the City’s Animal Control By-law and remit tag fees to the City each month on or before the 15<sup>th</sup> day. Act as the Registrar for dog and cat tags and submit the Register to the City on or before the 15<sup>th</sup> day of each month. Method of sale may include but are not limited to appointing Licence Agents, door-to-door sales, public service announcements, mailouts, website, kiosks, etc.
- 4.2.13 **Maintain a webpage** on the City’s website which may include hours of operation for Animal Control and Pound Services, FAQs, Contact information, Fees, Fines and POA process.
- 4.2.14 The Contractor shall carry out the duties of Animal Control Officer in accordance with the provisions of the City’s Animal Control By-law; The

Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.

## **5.0 Staffing**

### **5.1 Required Information**

- 5.1.1 Animal Control Officer(s) shall, at the start of the contract, and any renewal thereof, be required to provide a Police Records Search Certificate Intended for the Vulnerable Sector for all appointed officers.
- 5.1.2 Animal Control Officer(s) shall provide proof of completion of Accessible Customer Service Training within 30 days of the start of the contract.

### **5.2 Minimum Qualifications**

- 5.2.1 Knowledge of and ability to enforce the City’s Animal Control By-law as well as all associated municipal policies, procedures and directives as amended from time to time.
- 5.2.2 An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Livestock, Poultry and Honey Bee Protection Act, The Protection of Livestock and Poultry from Dogs Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended from time to time.
- 5.2.3 An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable Parts of the Provincial Offences Act.
- 5.2.4 Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- 5.2.5 Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Provincial Offences Officer.
- 5.2.6 Demonstrated ability to distinguish between the various breeds of dogs and cats.
- 5.2.7 Must be physically capable of performing duties of Animal Control Officer.

## **6.0 Uniforms**

- 6.1 Animal Control Officer(s) will be required to wear uniforms while in performance of their duties, the cost of which is included in the contract.
- 6.2 Uniforms shall be maintained in an appropriate manner.
- 6.3 Uniforms shall identify the Officer as an Animal Control Officer.

## **7.0 Minimum Vehicle Requirements**

- 7.1 The Contractor shall supply a minimum of one (1) Animal Control vehicle that contains the necessary equipment to ensure proper animal control.
- 7.2 All vehicles will contain communication equipment.
- 7.3 All vehicles will be identified on the exterior as Animal Control Vehicles.

## **8.0 Reporting**

- 8.1 The Contractor shall report to the staff person designated by the City Manager to oversee the Animal Control and Pound Services Contract.
- 8.2 All documentation required by this Agreement shall be submitted in accordance with the required timelines set out in the Agreement.
- 8.3 The City shall evaluate the contract performance on an annual basis.

## **9.0 Accounting Procedures**

- 9.1 The Contractor shall remit to the City all fees collected for the sale of dog and cat tags on or before the 15<sup>th</sup> day of each month.
- 9.2 The City shall pay the contractor the monthly contract amount on the last business day of each month.
- 9.3 The Contractor is entitled to retain Impoundment, Daily Boarding, Humane Services/Adoption, Euthanized Services, and Disposal of Non-impounded Animal fees as outlined in the Animal Control By-law.
- 9.4 The Contractor agrees that the City shall have access to all books and records maintained in its capacity as License Agent and Registrar for the City and all books, records, papers and things required to be maintained under the terms and conditions of the Agreement. Such access shall be at all reasonable times by either the City's employees or its authorized agents or both. All expenses in connection with such examination shall be borne by the City.

## **10.0 Workplace Safety Insurance Board**

- 10.1 The Contractor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 10.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

## **11.0 Supervision**

- 11.1 The Contractor shall advise the City in writing the name of the person that the Contractor designates as being the person in charge who is responsible for directing and supervising work and operations under the Agreement.
- 11.2 The Contractor shall advise the City in writing the name of the person who the Contractor designates as an alternate who is responsible for directing and supervising work and operations in the absence of the person in charge. All orders or instructions given to the person in charge or the alternate by the City shall be as binding on the Contractor as though given to him in person.

## **12.0 Insurance**

- 12.1 The Contractor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor’s Liability Insurance, naming the City as co-insured, in the following amounts:
  - a) Vehicle Liability Insurance: \$2 million
  - b) Contractor’s Liability Insurance: \$ 2 million
- 12.2 The Contractor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 12.3 Should the City be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the City.

## **13.0 Indemnification and Save Harmless**

The Contractor hereby covenants at all times to indemnify and save harmless the City

against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

#### **14.0 Safety Measures**

- 14.1 If at any time the methods or equipment used by the Contractor are found to be unsafe or inadequate for securing the safety of persons who may be endangered, the City may order the Contractor to do whatever is necessary to eliminate the hazard.
- 14.2 The Contractor shall immediately report to the City any incident in which it is involved concerning injury or damage to the person or property of others and provide all information available.
- 14.3 The Contractor shall adhere to the Occupational Health and Safety Act and all other applicable statutes.

#### **15.0 General**

- 15.1 The records of the Contractor containing the information referred to in this Agreement, equipment and other appurtenances used in fulfilling the Agreement, shall be open at all reasonable times for inspection by the City.
- 15.2 The Contractor may perform Animal Control and Pound Services for others. Such services shall not affect the level of service being provided by the Contractor to the City in accordance with the terms of this Agreement, nor reduce the efficiency and quality of service provided to the City.
- 15.3 This Agreement is for Animal Control and Pound Services only and does not include any Veterinary Services. The Contractor acknowledges and agrees that it shall not provide Veterinary Services to any animal brought to it pursuant to this Agreement. All required Veterinary Services shall be provided by a Veterinarian. The City shall not have any direct or indirect involvement with care provided by a Veterinarian.

#### **16.0 Notice**

- 16.1 Notices required to be given to the City under this agreement shall be sent by prepaid registered mail addressed to:

**The City of Temiskaming Shores at P.O. Box 2050, 325 Farr Drive,  
Haileybury, Ontario P0J 1K0, to the attention of the Clerk and any such**



notice shall be deemed to have been received by the City on the fifth day after the day of mailing.

- 16.2 Notices required to be given to the Contractor under this agreement shall be sent by prepaid registered mail addressed to:

**Temiskaming Area Animal Services, 55 Regina St. North, New Liskeard, ON P0J 1P0**, to the attention of Ms. Roxanne St. Germain and any such notice shall be deemed to have been received by the Contractor on the fifth day after the day of mailing.

### **17.0 Non-Assignability**

Neither this Agreement nor any interest of either of the parties (including any interest in monies belonging to or which may accrue to either party) may be assigned, pledged, transferred, mortgaged or hypothecated.

### **18.0 Non-Waiver**

No covenant or condition of this Agreement can be waived except by written consent of both parties.

### **19.0 Entire Agreement**

- 19.1 This Agreement shall constitute the entire Agreement between the City and the Contractor, and it shall not be amended, altered or changed except by written agreement.
- 19.2 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.
- 19.3 The Contractor will execute work in accordance with the provisions of this Agreement.

### **20.0 Binding Effect**

This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

## **21.0 Payment**

21.1 The City agrees to pay to the Contractor for services provided in accordance with the following:

a) July 1, 2019 to June 30, 2022 - \$5,958.33 plus HST per month

21.2 Payments will be by cheque or electronic transfer payment made payable to the Contractor issued in the normal course of business by the City's Treasurer on the last business of each month.

## **22.0 Interpretation**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

## **23.0 Titles**

The Titles to the paragraphs of this Agreement are solely for the convenience of the parties hereto, and is not an aid in the interpretation of this instrument.

## **24.0 Freedom of Information**

The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

**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 )

**Temiskaming Area Animal Services**

\_\_\_\_\_  
Owner – Ms. Roxanne St. Germain

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Doug Jelly

\_\_\_\_\_  
Clerk – David B. Treen

**Subject:** Tax Arrears Certificate (TAC)  
Extension Agreement

**Report No.:** CS-024-2019  
**Agenda Date:** May 21, 2019

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### **Attachments**

**Appendix 01:** History of Roll 5418 030 009 27400

**Appendix 02:** History of Roll 5418 030 009 33700

**Appendix 03:** Draft Extension Agreement – 5418 030 009 27400

**Appendix 04:** Draft Extension Agreement – 5418 030 009 33700

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-024-2019;
2. That Council agrees to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 030 009 27400 (65 Cross Lake Road);
3. That Council agrees to enter into a Tax Arrears Certificate (TAC) Extension Agreement for the property Roll No. 030 009 33700 (413 Lakeview Avenue); and
4. That Council direct staff to prepare the necessary by-laws to enter into said agreements for Council's consideration at the May 21, 2019 Regular Council Meeting.

### **Background**

Under Section 378(1) of the Municipal Act, 2001, "a municipality, by by-law passed after the registration of the tax arrears certificate and before the expiry of the one (1) year period mentioned in subsection 379(1), may authorize an extension agreement with the owner of the land, the spouse of the owner, a mortgagee or a tenant in occupation of the land extending the period of time in which the cancellation price is to be paid."

### **Analysis**

The analysis of the properties is summarized in Appendix 1 and 2.

Entering into an extension agreement of this nature allows the owner(s)/spouse/mortgagee/tenant additional time to resolve the matter of the tax arrears on their property. The option to enter into an extension agreement is permissive not obligatory. There is no obligation on the part of the municipality to agree to an extension agreement, nor to accept the proposed terms of repayment by the party involved.

An extension agreement should address the following:

- Payments are going to retire the debt in a reasonable length of time;
- Terms of repayment are short enough so that the process is not prolonged;
- Payments are financially sufficient to continuously reduce the amount of the debt and future taxes as levied;
- Regular monthly payments of a pre-determined amount form part of the agreement;
- The agreement allows the applicant to pay additional sums, over and above the regular payments at any time, should they wish to do so.

The draft extension agreements (see Appendix 3 and 4) encompasses the recommended terms of a suitable agreement.

**Default:** If the person entering into the agreement defaults on the terms and conditions agreed to, the agreement is terminated and the tax registration process continues from the point at which the extension agreement was executed.

There are situations when it is not in the best interest of the municipality to enter into an extension agreement, such as:

- When it is not in the best financial interest of the municipality;
- When the municipal council's philosophy is not to entertain extension agreements;
- When the interested party has a past history of defaulting on extension agreements;
- When the tax arrears are at risk of exceeding the value of the property should payment terms be extended;
- When the repayment proposal would appear to be beyond the financial means of the interested party.

There are no concerns regarding entering in to extension agreement for this property.

**Agreement Fulfilled:** should the agreement be fulfilled as per the prescribed terms and conditions of the extension agreement; a cancellation certificate would be registered completing the process.

### **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

Provided the agreement terms are accepted monthly payments of \$600 per month (\$400 – arrears, \$200 current taxes) would result in payment of all tax arrears over

approximately two (2) years. The property owner is hoping to make additional lump sum payments throughout the term of the agreement to have all taxes, interest and penalties paid sooner. Provided all taxes, penalty and administration fees are paid, a tax sale of the property would be avoided.

### **Alternatives**

That Council not enter into an extension agreement with the property owner(s)/spouse/mortgagee/tenant; the properties being eligible for Sale of Land by Public Tender as of August 4, 2019.

That Council direct the cancellation of the Tax Arrears Certificates and not proceed with the Sale of Land by Public Tender process.

Neither of these alternatives were considered during the preparation of this report.

### **Submission**

Prepared by:

Reviewed and approved by:

Reviewed and submitted for  
Council's consideration by:

*"Original signed by"*

*"Original signed by"*

*"Original signed by"*

\_\_\_\_\_  
Laura Lee MacLeod  
Treasurer

\_\_\_\_\_  
Shelly Zubycyk  
Director of Corporate Services

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

**History of Roll  
#5418 030 009 27400 (TAC 2018-03)  
65 Cross Lake Road**

On June 1, 2017 a first notice letter advising of the pending registration of the property was sent to the property owner.

On October 3, 2017 a final notice letter advising of the pending registration of the property was sent to the property owner.

The property owner contacted the Treasurer to discuss a payment agreement. A payment agreement was drafted on February 22, 2018. The payment agreement was forwarded to the property owners for signature and was never returned. A follow up email was sent but again the signed agreement was never returned to the City.

On June 27, 2018 a title search was conducted to determine if there were any lien holders on the property. On July 5, 2018 a letter was forwarded to the lien holder on title to determine if there was a way to resolve the tax issue without registering the property. The lien holder advised the Treasurer to proceed with any action required by the City.

A Tax Arrears Certificate was registered against the property on August 3, 2018 (DT64193). First Notice of Registration were mailed on August 3, 2018 to the property owner and all other parties with a registered interest in the property.

The redemption period expires on August 4, 2019 at which time the City will be able to proceed with the sale of the property by Public Tender.

On Thursday, May 16, 2019 the property owners attended City Hall to discuss an extension agreement that was satisfactory to all parties.

**History of Roll  
#5418 030 009 33700 (TAC 2018-04)  
413 Lakeview Avenue**

On June 1, 2017 a first notice letter advising of the pending registration of the property was sent to the property owner.

On October 3, 2017 a final notice letter advising of the pending registration of the property was sent to the property owner.

The property owner contacted the Treasurer to discuss a payment agreement. A payment agreement was drafted on February 22, 2018. The payment agreement was forwarded to the property owners for signature and was never returned. A follow up email was sent but again the signed agreement was never returned to the City.

On June 27, 2018 a title search was conducted to determine if there were any lien holders on the property. On July 5, 2018 a letter was forwarded to the lien holder on title to determine if there was a way to resolve the tax issue without registering the property. The lien holder advised the Treasurer to proceed with any action required by the City.

A Tax Arrears Certificate was registered against the property on August 3, 2018 (DT64195). First Notice of Registration were mailed on August 3, 2018 to the property owner and all other parties with a registered interest in the property.

The redemption period expires on August 4, 2019 at which time the City will be able to proceed with the sale of the property by Public Tender.

On Thursday, May 16, 2019 the property owners attended City Hall to discuss an extension agreement that was satisfactory to all parties.



**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**BY-LAW NO. 2018-090**  
**A BY-LAW TO AUTHORIZE THE EXECUTION OF A**  
**TAX ARREARS EXTENSION AGREEMENT**  
**PURSUANT TO SECTION 378 OF THE MUNICIPAL ACT, 2001.**  
(Rollie Rita Allaire and Sheldon Reginald Wright)  
TAC 2018-03, ROLL # 5418-030-009-27400

**WHEREAS** The Corporation of the City of Temiskaming Shores registered on the 3rd day of August, 2017, a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

**AND WHEREAS** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**AND WHEREAS** the statutory period within which such a By-law may be enacted has not elapsed;

**AND WHEREAS** at the May 21, 2019 Regular Council Meeting, Council acknowledged receipt of Administrative Report CS-020-2019 regarding a Tax Arrears Certificate (TAC) Extension Agreement and adopted a recommendation authorizing the entering into a Tax Arrears Certificate (TAC) Extension Agreement and directing staff to prepare the necessary by-law for Council's consideration at the May 21, 2019 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Rollie Rita Allaire and Sheldon Reginald Wright, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B", a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**READ a FIRST AND SECOND and THIRD TIME** this 21st day of May, 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "A"**  
**TO BY-LAW NO.**

**DESCRIPTION OF LAND**

PARCEL 22748 SEC SST; LT 67 W/S CROSS LAKE RD PL M67NB BUCKE THE E LIMIT  
OF SAID LT CONFIRMED BY BA214 AS IN D61; TEMISKAMING SHORES; DISTRICT OF  
TIMISKAMING

PCL 12050 SEC ST LT 65 W/S CROSS LAKE RD PL M67NB BUCKE SRO; TEMISKAMING  
SHORES; DISTRICT OF TIMISKAMING

**SCHEDULE “B”  
TO BY-LAW NO.  
EXTENSION AGREEMENT**

THIS AGREEMENT made in duplicate the 21st day of May, 2019 between:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
(hereinafter called the “Corporation”)

-and

Rollie Rita Allaire and Sheldon Reginald Wright  
(hereinafter called the “Owner(s)/Spouse/Mortgagee/Tenant”)

**WHEREAS** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores.

**WHEREAS** the Owner(s)/Spouse/Mortgagee/Tenant’s land is in arrears of taxes on the 31<sup>st</sup> day of December, 2017 in the amount of \$4,998.79 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 3<sup>rd</sup> day August, 2018 in respect of the Owner(s)/Spouse/Mortgagee/Tenant’s land. (Instrument number DT64193, (TAC 2018-03)

**AND WHEREAS** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid.

**AND WHEREAS** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at May 21, 2019, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Schedule “B” attached hereto.
3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s)/Spouse/Mortgagee/Tenant is not in default hereunder.
4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s)/Spouse/Mortgagee/Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the

Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.

9. Any notice required to be given to the Owner(s)/Spouse/Mortgagee/Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 186  
North Cobalt, Ontario  
P0J 1R0

**IN WITNESS, WHEREOF** the Owner ~~has~~ hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

\_\_\_\_\_  
David Treen, Clerk

\_\_\_\_\_  
Carmen Kidd, Mayor

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signature \_\_\_\_\_  
Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner(s)/Spouse/Mortgagee/Tenant

Signature \_\_\_\_\_  
Witness \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner(s)/Spouse/Mortgagee/Tenant

**SCHEDULE "B"**  
**TO EXTENSION AGREEMENT**

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**

June 2019	\$600	(\$400 arrears, \$200 current taxes)
July 2019	\$600	(\$400 arrears, \$200 current taxes)
August 2019	\$600	(\$400 arrears, \$200 current taxes)
September 2019	\$600	(\$400 arrears, \$200 current taxes)
October 2019	\$600	(\$400 arrears, \$200 current taxes)
November 2019	\$600	(\$400 arrears, \$200 current taxes)
December 2019	\$600	(\$400 arrears, \$200 current taxes)
January 2020	\$600	(\$400 arrears, \$200 current taxes)
February 2020	\$600	(\$400 arrears, \$200 current taxes)
March 2020	\$600	(\$400 arrears, \$200 current taxes)
April 2020	\$600	(\$400 arrears, \$200 current taxes)
May 2020	\$600	(\$400 arrears, \$200 current taxes)
June 2020	\$600	(\$400 arrears, \$200 current taxes)
July 2020	\$600	(\$400 arrears, \$200 current taxes)
August 2020	\$600	(\$400 arrears, \$200 current taxes)
September 2020	\$600	(\$400 arrears, \$200 current taxes)
October 2020	\$600	(\$400 arrears, \$200 current taxes)
November 2020	\$600	(\$400 arrears, \$200 current taxes)
December 2020	\$600	(\$400 arrears, \$200 current taxes)
January 2021	\$600	(\$400 arrears, \$200 current taxes)
February 2021	\$600	(\$400 arrears, \$200 current taxes)
March 2021	\$600	(\$400 arrears, \$200 current taxes)
April 2021	\$600	(\$400 arrears, \$200 current taxes)
May 2021	\$600	(\$400 arrears, \$200 current taxes)

**THE CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**BY-LAW NO. 2019-091**  
**A BY-LAW TO AUTHORIZE THE EXECUTION OF A**  
**TAX ARREARS EXTENSION AGREEMENT**  
**PURSUANT TO SECTION 378 OF THE MUNICIPAL ACT, 2001.**  
(Rollie Rita Allaire and Sheldon Reginald Wright)  
TAC 2018-04, ROLL # 5418-030-009-33700

**WHEREAS** The Corporation of the City of Temiskaming Shores registered on the 3rd day of August, 2017, a tax arrears certificate against the land described in Schedule "A" attached hereto and forming part of this by-law;

**AND WHEREAS** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**AND WHEREAS** the statutory period within which such a By-law may be enacted has not elapsed;

**AND WHEREAS** at the May 21, 2019 Regular Council Meeting, Council acknowledged receipt of Administrative Report CS-020-2019 regarding a Tax Arrears Certificate (TAC) Extension Agreement and adopted a recommendation authorizing the entering into a Tax Arrears Certificate (TAC) Extension Agreement and directing staff to prepare the necessary by-law for Council's consideration at the May 21, 2019 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Rollie Rita Allaire and Sheldon Reginald Wright, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule "A" to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule "B" attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule "B", a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**READ a FIRST AND SECOND and THIRD TIME** this 21st day of May, 2019.

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

**SCHEDULE "A"**  
**TO BY-LAW NO.**

**DESCRIPTION OF LAND**

PARCEL 13054 SEC SST; LT 413 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 415 S/S LAKE VIEW AV PL M52NB BUCKE SRO; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING

**SCHEDULE “B”  
TO BY-LAW NO.  
EXTENSION AGREEMENT**

THIS AGREEMENT made in duplicate the 21st day of May, 2019 between:

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES  
(hereinafter called the “Corporation”)

-and

Rollie Rita Allaire and Sheldon Reginald Wright  
(hereinafter called the “Owner(s)/Spouse/Mortgagee/Tenant”)

**WHEREAS** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores.

**WHEREAS** the Owner(s)/Spouse/Mortgagee/Tenant’s land is in arrears of taxes on the 31<sup>st</sup> day of December, 2017 in the amount of \$5,036.45 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 3<sup>rd</sup> day August, 2018 in respect of the Owner(s)/Spouse/Mortgagee/Tenant’s land. (Instrument number DT64195, TAC 2018-04)

**AND WHEREAS** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid.

**AND WHEREAS** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at May 21, 2019, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Schedule “B” attached hereto.
3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s)/Spouse/Mortgagee/Tenant is not in default hereunder.
4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s)/Spouse/Mortgagee/Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the



Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.

9. Any notice required to be given to the Owner(s)/Spouse/Mortgagee/Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 186  
North Cobalt, Ontario  
P0J 1R0

**IN WITNESS, WHEREOF** the Owner ~~has~~ hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

THE CORPORATION OF THE CITY OF TEMISKAMING SHORES

\_\_\_\_\_  
David Treen, Clerk

\_\_\_\_\_  
Carman Kidd, Mayor

Signed at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signature \_\_\_\_\_  
Witness \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner(s)/Spouse/Mortgagee/Tenant

Signature \_\_\_\_\_  
Witness \_\_\_\_\_

\_\_\_\_\_  
Signature of Owner(s)/Spouse/Mortgagee/Tenant

**SCHEDULE "B"**  
**TO EXTENSION AGREEMENT**

**PAYMENTS REQUIRED UNDER EXTENSION AGREEMENT:**

June 2019	\$600	(\$400 arrears, \$200 current taxes)
July 2019	\$600	(\$400 arrears, \$200 current taxes)
August 2019	\$600	(\$400 arrears, \$200 current taxes)
September 2019	\$600	(\$400 arrears, \$200 current taxes)
October 2019	\$600	(\$400 arrears, \$200 current taxes)
November 2019	\$600	(\$400 arrears, \$200 current taxes)
December 2019	\$600	(\$400 arrears, \$200 current taxes)
January 2020	\$600	(\$400 arrears, \$200 current taxes)
February 2020	\$600	(\$400 arrears, \$200 current taxes)
March 2020	\$600	(\$400 arrears, \$200 current taxes)
April 2020	\$600	(\$400 arrears, \$200 current taxes)
May 2020	\$600	(\$400 arrears, \$200 current taxes)
June 2020	\$600	(\$400 arrears, \$200 current taxes)
July 2020	\$600	(\$400 arrears, \$200 current taxes)
August 2020	\$600	(\$400 arrears, \$200 current taxes)
September 2020	\$600	(\$400 arrears, \$200 current taxes)
October 2020	\$600	(\$400 arrears, \$200 current taxes)
November 2020	\$600	(\$400 arrears, \$200 current taxes)
December 2020	\$600	(\$400 arrears, \$200 current taxes)
January 2021	\$600	(\$400 arrears, \$200 current taxes)
February 2021	\$600	(\$400 arrears, \$200 current taxes)
March 2021	\$600	(\$400 arrears, \$200 current taxes)
April 2021	\$600	(\$400 arrears, \$200 current taxes)
May 2021	\$600	(\$400 arrears, \$200 current taxes)

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**Subject:** Realtor Request for Quotation -  
Bucke Centennial Park

**Report No.:** CS-025-2019  
**Agenda Date:** May 21<sup>st</sup>, 2019

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### **Attachments**

**Appendix 01:** Request for Quotation CS-RFQ-001-2019

### **Recommendations**

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report CS-025-2019; and
2. That Council directs staff to release RFQ-CS-001-2019 to secure Realtor Services for the disposition of Bucke Park.

### **Background**

In 1972, Agnico Eagle Mines Limited transferred land to the former Town of Haileybury known as Bucke Centennial Park for recreational purposes. An agreement was registered on title to ensure that City continued to operate the lands as a recreational park.

During the 2019 Municipal Budget deliberations, Council discussed divesting the park as a cost savings measure. It was agreed that the City would operate the park one last year (2019) and begin the process of divesting the said land.

### **Analysis**

In March 2019, City staff contacted Agnico Eagle Mines Ltd. to request that the agreement on title be removed in order for the City to proceed with the possible sale of land. Agnico Eagle's Mines Ltd. have provided that authorization.

On April 1, 2019 the Corporate Services Committee discussed three (3) possible options for divesting the park:

1. Sale of land by public tender
2. Request for Proposal for Realtor Services
3. Request for Proposal for Park Operations (selecting a proponent who would continue operating it as a Seasonal Trailer Park)

The following recommendation was passed:

Recommendation CS-2019-017

Moved by: Councillor Danny Whalen

Be it resolved that the Corporate Services Committee hereby recommends that Council consider starting the Request for Proposal process for Realtor Services for the disposition of Bucke Park.

**Carried**

The Recreation and Public Works departments have been consulted and a list of exclusions from the sale has been requested by the City Manager should any department have use for equipment on the land (i.e. Playground equipment, docks, etc.)

Staff is recommending that Council release the attached Request for Quotation (Appendix 1) to retain a Real Estate Brokerage to assist with the sale of land.

**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**

The following alternatives were considered:

1. Sale of the land by public tender
2. Prepare a Request for Proposal request to determine if there is interest from a Purchaser to continue operating a Seasonal Trailer Park

**Submission**

“Original signed by”

---

Christopher W. Oslund  
City Manager



Discover a whole new Ontario • Découvrez un tout nouvel Ontario

Dymond  
Haileybury  
New Liskeard

## Request for Quote

**CS-RFQ-01-2019**

### **Real Estate Services – Bucke Centennial Park**

The City of Temiskaming Shores wishes to enter into an agreement with a real estate brokerage to sell the Bucke Centennial Park (Parcel 4139 in the Register for Nipissing North Division).

Sealed quotes for the provision of real estate services are due on June 6<sup>th</sup>, 2019 at 2:00pm by mail or hand delivered to:

David B. Treen, Clerk  
City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Please complete the information below and submit as your quote:

Name of Brokerage: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Quote for Commission that will be charged on the sale: \_\_\_\_\_.

**Please include a draft listing agreement with your Quote.**

**Please attach the following page to the outside of the envelope containing your quote.**

Please attach this page to the outside of the envelope containing your quote.



David B. Treen, Clerk  
City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Request for Quote - CS-RFQ-01-2019

Real Estate Services – Bucke Centennial Park

Closing Date and Time: Thursday June 6, 2019 at 2:00pm

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

**By-law No. 2019-063**

**Being a by-law to adopt an Asset Management 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 Memo No. 004-2019-PW at the April 16, 2019 Regular Council meeting and directed staff to prepare the necessary by-law for an *Asset Management Policy* for the City of Temiskaming Shores for consideration of provisional approval (1<sup>st</sup> and 2<sup>nd</sup> reading) at the April 16, 2019 Regular Council meeting and further provided 3<sup>rd</sup> and final reading prior to July 1, 2019;

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

1. That Council for the City of Temiskaming Shores hereby adopts an Asset Management Policy, 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 any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature to the by-law and schedule, after its passage, where such modifications or corrections do not alter the intent of the by-law or its associated schedules.

**Read a first and second time this 16<sup>th</sup> day of April, 2019.**

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Read a third time and finally passed this 21<sup>st</sup> day of May, 2019.**

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Mayor – Carman Kidd

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Clerk – David B. Treen



## City of Temiskaming Shores - Asset Management Policy

### 1.0 Terms & Definitions

In this policy the following definitions are used:

**"Asset"** - An item, thing or entity that has potential or actual value to an organization;

**"Asset Management" (AM)** – The coordinated activity of an organization to realize value from assets. It considers all capital asset types, and includes all activities involved in the asset's life cycle from planning and acquisition/creation; to operational and maintenance activities, rehabilitation, and renewal; to replacement or disposal and any remaining liabilities. Asset management is holistic and normally involves balancing costs, risks, opportunities and performance benefits to achieve the total lowest lifecycle cost for each asset;

**"Asset Management Plan" (AMP)** – Documented information that specifies the activities, resources, and timescales required for an individual asset, or a grouping of assets, to achieve the organization's asset management objectives. Under O. Reg. 588/17, by 2023 AMPs for core municipal infrastructure assets will be required to include: the current levels of service being provided; the current performance of each asset category; a summary of assets in each asset category, their replacement cost, average age, condition information, and condition assessment protocols; lifecycle activities required to maintain current levels of service; discussion of population and economic forecasts; and documentation of processes to make inventory and condition related background information available to the public;

**"Asset Management Steering Committee"** – The City has developed a steering committee to assist in developing and administering the Asset Management Plan. The Asset Management Steering Committee is comprised of the following positions: Director of Public Works; Director of Recreation; Director of Corporate Services; Treasurer; and City Manager. Additional staff may be delegated to participate as appropriate;

**"Capitalization Thresholds"** — The City's Asset Management Policy applies to all assets whose role in service delivery requires deliberate management by the Municipality. The Service-focus intent of this policy differentiates its requirements for identifying assets from the capitalization thresholds which are developed for the purposes of financial reporting. For this reason, the capitalization threshold developed for financial reporting will not be the guide in selecting the assets covered by the asset management planning process;

**"Green infrastructure asset"** – An infrastructure asset consisting of natural or human-made elements that provide ecological and hydrological functions and processes and includes natural heritage features and systems, parklands, stormwater management systems, trees, urban forests, natural channels, permeable surfaces and green roofs;

**"Level of service" (LOS)** – Parameter or combination of parameters, which reflect social,

political, environmental and economic outcomes that the organization delivers. Parameters can include, but are not necessarily limited to, safety, customer satisfaction, quality, quantity, capacity, reliability, responsiveness, environmental acceptability, cost, and availability;

**"Lifecycle activities"** – Activities undertaken with respect to a municipal infrastructure asset over its service life, including constructing, maintaining, renewing, operating and decommissioning, and all engineering and design work associated with those activities;

**"Municipal infrastructure asset"** – An infrastructure asset, including a green infrastructure asset, directly owned by a Municipality or included on the consolidated financial statements of a Municipality, but does not include an infrastructure asset that is managed by a joint municipal board and/or corporation;

## **2.0 Policy Purpose**

The purpose of this policy is to provide leadership in and commitment to the development and implementation of the City's asset management program. It is intended to guide the consistent use of asset management across the organization, to facilitate logical and evidence-based decision-making for the management of municipal capital infrastructure assets and to support the delivery of sustainable community services now and in the future.

By using sound asset management practices, the City aspires to ensure that municipal capital infrastructure assets meet expected performance levels and provide desired service levels in an efficient and effective manner.

This policy demonstrates a commitment to the stewardship of municipal capital infrastructure assets and to improved accountability and transparency.

## **3.0 Policy Statement**

The City of Temiskaming Shores aims to uphold the following policy statements in managing its capital infrastructure:

1. The City will implement a municipal-wide Asset Management Program that will promote lifecycle and risk management of the City's capital infrastructure assets. A primary goal will be to achieve the lowest total cost of ownership while meeting desired levels of service. Levels of service (LOS) refer to the outcomes or service attributes that the City aims to deliver for its residents and can include both technical and qualitative components.
2. The City will implement continuous improvement protocols and adopt best practices regarding asset management planning, including:
  - i. Comprehensive and Accurate Asset Data
  - ii. Condition Assessment Protocols

- iii. Risk and Criticality Models
  - iv. Lifecycle Management
  - v. Financial Strategy Development
  - vi. Level of Service Framework
3. The City will develop and maintain an asset inventory of all municipal capital infrastructure assets which includes unique ID; description; location information; value (both historical and replacement); performance characteristics and/or condition; estimated remaining life and estimated repair, rehabilitation or replacement date; and estimated repair, rehabilitation or replacement costs.
  4. The City will develop and maintain an Asset Management Plan that incorporates all infrastructure categories and municipal capital infrastructure assets as per the legislated requirements. The capitalization threshold guidelines in the City's Tangible Capital Asset Policy will be applied as a baseline. The Asset Management Plan will address its core municipal capital infrastructure assets by July 1, 2021 and all other municipal capital infrastructure assets by July 1, 2023. The Asset Management Plan will be updated at least every five years thereafter in accordance with O. Reg. 588/17.
  5. The City will integrate asset management plans and practices with its long-term financial planning and budgeting strategies. This includes the development of financial plans that determine the level of funding required to achieve short-term operating and maintenance needs, in addition to long-term funding needs to replace and/or renew municipal capital infrastructure assets based on full lifecycle costing.
  6. The City will identify appropriate funding for its capital infrastructure and for financing service delivery. This may include taxation or user fee revenues, grant programs, debt-financing, public-private partnerships (P3), alternative financing and procurement (AFP), or the shared provision of services.
  7. The City will develop meaningful performance metrics and reporting tools to transparently communicate and display the current state of asset management practice to Council and the community.
  8. The City will consider the risks and vulnerabilities of municipal capital infrastructure assets to climate change and the actions that may be required, including, but not limited to: anticipated costs that could arise from these impacts, adaptation opportunities, mitigation approaches, disaster planning, and contingency funding. Impacts may include matters relating to operations, levels of service and lifecycle management.
  9. The City will ensure that asset management planning is aligned with the following financial plans:

- i. Financial reports related to the City's water capital assets, including any financial plans prepared under the Safe Drinking Water Act, 2002; long-range capital plans developed as part of an Asset Management Plan; and annual Water Regulation and Rating By-laws.
  - ii. Financial reports related to the City's wastewater capital assets, including long-range capital plans developed as part of an Asset Management Plan; and annual Wastewater Regulation and Rating Bylaws.
  - iii. Water & Wastewater Rate Studies and subsequent updates to these studies.
  - iv. Future Development Charge Background Studies and Bylaws and subsequent updates to these studies and bylaws.
  - v. Current Long Range Financial Plan and subsequent updates.
10. The City will align asset management planning with the Province of Ontario's land-use planning framework, including any relevant policy statements issued under section 3(1) of the Planning Act; shall conform with the provincial plans that are in effect on that date; and shall be consistent with municipal official plans.
  11. The City will coordinate planning for interrelated municipal capital infrastructure assets with separate ownership structures by pursuing collaborative opportunities with neighbouring municipalities and jointly-owned municipal bodies wherever viable and beneficial.
  12. The City will develop processes and provide opportunities for municipal residents and other interested parties to offer input into the City's asset management planning, where appropriate.
  13. The City's Asset Management Plan will be developed and administered by the Asset Management Steering Committee.

#### **4.0 Policy Scope**

This policy applies to all departments involved in planning, maintaining, or operating the City's capital infrastructure assets.

The City is responsible for providing a range of services to the community, including but not limited to: transportation networks and infrastructure; storm water management; potable water; wastewater collection and treatment; fire & emergency services; and recreation opportunities. To deliver these services, the City owns and manages a diverse capital infrastructure asset portfolio including but not limited to roads, bridges, culverts, parks, watermains, reservoirs, wells, sanitary and storm sewers, water and wastewater treatment plants, trails, libraries, recreational facilities and equipment.

Asset management refers to the set of policies, practices and procedures that enable the City to realize maximum value from its capital infrastructure assets. The City is responsible for operating and maintaining machinery, equipment, and other capital assets

to support the delivery of services to residents. The City recognizes the importance of implementing an effective approach to the management of its capital infrastructure assets in order to maximize asset lifecycles cost-effectively and deliver appropriate levels of service for residents.

The City's Asset Management Plan will align with provincial legislation, such as the Infrastructure for Jobs and Prosperity Act and the Planning Act and its regulations.

The approval of this policy is an important step towards integrating the City's strategic mission, vision and goals with its Asset Management Program and ensuring that critical municipal capital infrastructure assets and vital services are maintained and provided to the community in a reliable, sustainable manner.

## 5.0 Policy Principles

In Section 3 of the *Infrastructure for Jobs and Prosperity Act, 2015* the following principles are set out to guide asset management planning in municipalities in Ontario. Temiskaming Shores will strive to incorporate the following principles whenever possible into the day to day operation of the Municipality:

- Forward looking: The decision-makers shall take a long-term view when considering infrastructure planning and investment while consider the needs of citizens by being mindful of, among other things, demographic and economic trends.
- Budgeting and planning: Infrastructure planning and investment shall consider any applicable budgets or fiscal plans, including those adopted through Ontario legislation.
- Prioritizing: Infrastructure priorities shall be clearly identified in order to better inform decision-makers with respect to infrastructure investment decisions.
- Economic Development: Infrastructure planning and investment shall promote economic competitiveness, productivity, job creation and training opportunities.
- Transparency: Infrastructure planning and investment shall be evidence based and transparent, and, subject to any restrictions or prohibitions under an Act or otherwise by law on the collection, use or disclosure of information.
  - 1) investment decisions regarding infrastructure shall be made on the basis of information that is either publicly available or is made available to the public, and
  - 2) information with implications for infrastructure planning shall be shared between the Municipality and broader public sector entities, and should factor into investment decisions respecting infrastructure.
- Consistency: Infrastructure planning and investment shall ensure the continued provision of core public services, such as health care and education.
- Environmentally conscious: Infrastructure planning and investment shall minimize

the impact of infrastructure on the environment, respect ecological and biological diversity, and support resilience to climate change

Health and safety: Infrastructure planning and investment shall ensure that the health and safety of workers involved in the construction and maintenance of infrastructure assets is protected.

- Community focused: Infrastructure planning and investment shall promote community well-being, such as local job creation and training opportunities, improvement of public spaces, accessibility for persons with disabilities or other relevant benefits identified by the City and community.
- Innovation: Infrastructure planning and investment shall foster innovation by creating opportunities to make use of innovative technologies, services and practices, particularly where doing so would utilize technology, techniques and practices developed in Ontario.
- Integration: Where provincial or municipal plans or strategies have been established in Ontario, under an Act or otherwise, but do not bind or apply to the Municipality, as the case may be, the Municipality shall nevertheless be mindful of those plans and strategies and make investment decisions regarding infrastructure that support them, to the extent that they are relevant.
- Risk-based: Direct our resources, expenditures, and priorities in a way that achieves the established levels of service & benefits at an acceptable level of risk.
- Compliant: Comply with all relevant legislative, regulatory and statutory requirements.

## **6.0 Guidelines and Practises**

### **Strategic Alignment**

The City of Temiskaming Shores will be, or has previously developed and adopted a Strategic Plan, an Official Plan, an Emergency Management Plan, a Multi-Year Accessibility Plan, a Community Improvement Plan, and an Asset Management Plan. These plans are designed to meet the legislative requirements and work together to achieve the municipality's mission of providing innovation and excellence in service delivery. Spending requirements defined in the budgeting process and in long-term financial planning will reflect the objectives of these plans.

All of the City's plans rely, to some extent, on the physical assets owned by the City and the commitment of staff to ensure their strategic use. This includes the long-term maintenance, repair, and replacement of existing assets along with the acquisition of new assets to meet the evolving needs of the municipality.

Asset management planning therefore will not occur in isolation from other municipal goals, plans and policies.

## **Stakeholder Engagement**

The City recognizes the importance of stakeholder engagement as an integral component of a comprehensive asset management approach. The Municipality recognizes the residents, businesses and institutions in its community as stakeholders and neighboring municipal bodies, provincial agencies, and regulated utilities partners in service delivery. Accordingly, Temiskaming Shores will foster informed dialogue with these parties using the best available information and engage with them by:

- Providing opportunities for residents and other stakeholders served by the Municipality to provide input in asset management planning; and
- Coordinating asset management planning with other infrastructure asset owning agencies such as municipal bodies and regulated utilities.

## **Community Planning**

Asset management planning will be aligned with the City's Official Plan and the Provincial Policy Statement of the Planning Act. The Asset Management Plan will reflect how the community is projected to change with respect to development. The Municipality will achieve this by consulting with those responsible for managing the services to analyze the future costs and viability of projected changes. The combination of lifecycle analysis and financial sustainability principles will be the driver in the selection of community development or redevelopment that requires new assets, or existing asset enhancements. Methods, assumptions, and data used in the selection of projected changes should be documented to support the recommendations in the Asset Management Plan.

Cross-referencing the Municipality's Official Plan and the Asset Management Plan will ensure that development occurs within the Municipality's means through an understanding of current and future asset needs.

## **Climate Change**

Climate change will be considered as part of the Municipality's risk management approach embedded in local asset management planning methods. This approach will balance the potential cost of vulnerabilities to climate change impact and other risks with the cost of reducing these vulnerabilities. Bolstering resilience to climate change includes adapting to opportunities to manage vulnerabilities, anticipating possible costs to support contingency funds, and disaster planning to allow for business continuity. These actions will be taken in addition to acquiring or modifying assets based on greenhouse gas reduction targets. The City will continue to work with our stakeholders to support climate change mitigation and adaptation.

## **Scope and Capitalization Thresholds**

This policy applies to all assets owned by the Municipality whose role in service delivery

requires deliberate management by the Municipality. The Municipality will use a service-based (qualitative) perspective when applying this policy to municipal assets, rather than a monetary value (quantitative). The service-focus intent of this policy differentiates its requirements for identifying assets from the capitalization thresholds that are developed for the purposes of financial reporting. For this reason, the capitalization threshold developed for financial reporting will not be the guide in selecting the assets covered by the asset management planning process.

## **Financial Planning and Budgeting**

The Municipality will integrate asset management planning into the annual capital budget, operating budget, and its long-term financial plan. The Asset Management Plan will be used as a resource in order to:

- Identify all potential revenues and costs (including operating, maintenance, replacement and decommissioning) associated with forthcoming infrastructure asset decisions; and
- Evaluate the validity and need of each significant new capital asset, including considering the impact on future operating costs; and incorporate new revenue tools and alternative funding strategies where possible.

The department level budget submission prepared by each Senior Manager will be reviewed and evaluated by the City Manager and Treasurer in the preparation of the Municipality's annual budget. Service area personnel will reference the Asset Management Plan for their area in order to look up forecasted spending needs identified in the plan, verify progress made on the plan to identify potential gaps, and prioritize spending needs, across the gap identified in the plan and recent developments, for the year to be budgeted for. Finance staff will be involved in the asset management planning process to coordinate the information from the service personnel in the preparation of the budget submission.

For the purposes of managing water and wastewater assets, the water and wastewater financial plans will be used as a basis for establishing user fees, and master plans will be referenced in order to ensure alignment with the budgeting process.

## **7.0 Governance and Continuous Improvement**

The policy requires the commitment of key stakeholders within the Municipality's organization to ensure the policy guides the development of a clear plan that can be implemented, reviewed and updated.

The Council is entrusted with the responsibility of overseeing, on behalf of citizens, a large range of services provided through a diverse portfolio of assets. Council, having stewardship responsibility, is the final decision maker on all matters related to asset management in the Municipality. The Council and Senior Management are committed to the success of asset management planning. The following details the responsibilities of



the key stakeholders within the Municipality.

**Council:**

Approve by resolution the Asset Management Plan and its updates every five years;

Conduct annual reviews of the management plan implementation progress on or before July 1st of every year, that includes:

- Progress on ongoing efforts to implement the asset management plans;
- Consideration of the Strategic Asset Management Policy;
- Any factors affecting the ability of the Municipality to implement its Asset Management Plan;
- Consultation with Senior Management;
- A strategy to address these factors including the adoption of appropriate practices; and
- Support ongoing efforts to continuously improve and implement the asset management plans.

**City Manager:**

Maintain compliance with the asset management policy and provincial asset management regulations.

**Asset Management Steering Committee:**

Oversee asset management planning activities that fall within their service area and in support of others.

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

**By-law No. 2019-080**

**Being a by-law to establish Tax Ratios for 2019**

**Whereas** the Corporation of the City of Temiskaming Shores is required to establish tax ratios pursuant to Section 308 of the Municipal Act, 2001, as amended;

**And whereas** the tax ratios determine the relative amount of taxation to be borne by each property class;

**Now therefore** the Council of The Corporation of the City of Temiskaming Shores hereby enacts a follows:

The tax ratios for the municipality for 2019 are as follows:

Residential/Farm	1.000000
Multi-Residential	2.398945
New Multi-Residential	1.000000
Commercial	2.054555
Commercial Exc. Land	1.438189
Commercial Vac. Land	1.438189
Industrial	2.354956
Industrial Exc. Land	1.530721
Industrial Vac. Land	1.530721
Landfill	3.425867
Pipeline	0.888742
Farmlands	0.250000
Managed Forests	0.250000

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

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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. 2019-081**

**Being a by-law to provide for the adoption of 2019 tax rates  
for municipal and school purposes and to further provide  
penalty and interest for payment in default**

**Whereas** as per Section 290(1) of the Municipal Act, S.O. 2001, c.25, as amended, municipal council adopted the 2018 Municipal Budget with By-Law No. 2018-075 on May 1, 2018 which included estimates of all sums required during the year for the purposes of the municipality;

**And whereas** as per Section 307 (2) (b) of the Municipal Act, S.O. 2001, c.25, as amended, the tax rates and the rates to raise the fees or charges shall be in the same proportion to each other as the tax ratios established under Section 308 for the property classes are to each other;

**And whereas** as per Section 308 (3) of the Municipal Act, S.O. 2001, c.25, as amended, the tax ratios are the ratios that the tax rate for each property class must be to the tax rate for the residential/farm property class where the residential/farm property class tax ratio is 1 and, despite this section, the tax ratio for the farmlands property class and the managed forests property class prescribed under the Assessment Act;

**And whereas** as per Section 312 (2) of the Municipal Act, S.O. 2001, c.25, as amended, provides that for the purposes of raising the general local municipal levy, the council of a local municipality shall, after the adoption of estimates for the year, pass a by-law levying a separate tax rate, as specified in the by-law, on the assessment in each property class in the local municipality rateable for local municipality purposes;

**And whereas** as per Section 345(1) of the Municipal Act S.O. 2001, c.25, as amended, a municipality may pass by-laws to impose late payment charges for the non-payment of taxes or any instalment by the due date;

**And whereas** Council has set tax ratios under the authority of By-law No. 2019-080 as adopted on May 21, 2019.

**And whereas** the 2019 levy for municipal purposes is \$13,385,879.

**And whereas** certain education rates are provided in various regulations and commercial and industrial education amounts have been requisitioned by the Province.

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

1. That the tax rates for 2019 for municipal and education purposes be hereby set as per Schedule "A" hereto attached and forming part of this by-law;
2. That all charges shall be added to the tax roll and shall become due and payable in

two (2) instalments as follows:

50% of the final levy for all classes shall become due and payable on the 15<sup>th</sup> day of July, 2019;

50% of the final levy for all classes shall become due and payable on the 16<sup>th</sup> day of September, 2019;

3. That non-payment of the amount, as noted, on the dates stated in accordance with the by-law constitutes default and that all taxes of the levy which are in default after the noted due dates shall be added a penalty of 1.25% per month, until December 31<sup>st</sup>, 2019; and
4. That all taxes unpaid as of December 31, 2019 shall be added a penalty at the rate of 1.25% per month for each month or fraction thereof in which the arrears continue.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Schedule "A" to By-law 2019-081**

<b>General Tax Rates</b>			
	<b>Municipal</b>	<b>Education</b>	<b>Total</b>
Residential	0.0115918	0.0016100	0.0132018
Multi - Residential	0.0271719	0.0016100	0.0287819
Commercial Occupied	0.0235436	0.0103000	0.0338436
Commercial Excess/Vacant Land	0.0164805	0.0087550	0.0252355
Industrial Occupied	0.0272983	0.0103000	0.0375983
Industrial Excess/Vacant Land	0.0177439	0.084975	0.0262414
Landfill	0.0397121	0.0103000	0.0500121
Pipelines	0.0103022	0.0082721	0.0185743
Farmland	0.0028980	0.0004025	0.0033005
Managed Forest	0.0028980	0.0004025	0.0033005
New Liskeard Business Improvement Area			0.0019432

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

**By-Law No. 2019-082**

**Being a by-law to adopt a Recreation Non-Resident User  
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 No. RS-010-2019 at the May 14 Special Council meeting and directed staff to prepare the necessary by-law to adopt a Recreation Non-Resident User Fee Policy for the City of Temiskaming Shores for consideration at the May 21, 2019 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 **Recreation Non-Resident User Fee Policy** for the City of Temiskaming Shores, identified as Schedule "A", attached hereto and forming part of this by-law, and;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to the By-law and schedule, after the passage of this By-law, where such modifications or corrections do not alter the intent of the by-law or its associated schedule.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-082

**Recreation Non-Resident User Fee Policy**

## **Recreation Non-Resident User Fee Policy**

### **1. Purpose**

The City of Temiskaming Shores Recreation Non-Resident User Fee Policy provides a consistent implementation of the fee for participating in activities in municipally operated facilities and municipally implemented programs/activities for those who do not pay taxes to the City of Temiskaming Shores.

### **2. Background**

The City of Temiskaming Shores is a center for recreational facilities and programs that are enjoyed by residents and non-residents of the City of Temiskaming Shores. The city recognizes the benefit of recreational activities to the community and to the participants. The municipal annual operating budget aims to set fees for the use of facilities and participation in programs/activities that assist in covering the operating and capital upgrade costs while still maintaining that costs to the participant do not limit participation. Subsidization of recreation facilities and programs/activities are subsidized in the range of 30 to 60% depending on the facility/program/activity. Capital upgrades are covered by the municipal tax base with on occasion, assistance from government funded programs.

### **3. Organizations Subject to the Fee:**

- Temiskaming Shores Minor Hockey
- New Liskeard Figure Skating Club
- Haileybury Figure Skating Club
- New Liskeard Lions Midget Hockey Club
- New Liskeard Cubs Hockey Club
- All programs/activities hosted by the City of Temiskaming Shores including but not limited to aquatic programs, minor ball, and memberships at the Waterfront Pool/Fitness Centre

\*As new facilities and programs are introduced the policy will apply.

### **4. Municipal Arena Users**

- I. The fee is applied to participants who do not pay taxes to the City of Temiskaming Shores.
- II. The fee will be applied per household and covers all programs the participants are registered in annually that are held at a Temiskaming Shores arena. For example, a household with two children with one registered in Minor Hockey and one in Figure Skating pay one fee per year. (not per child)



- III. It is the responsibility of the registrant to provide proof of payment of the non-resident fee to another organization. For example, if the fee has been paid to NLFSC, then the registrant would be required to provide a copy of the receipt/registration form etc. to TSMHA to show the fee has already been paid.
- IV. Upon registration with the sport organization, proof of payment of taxes (or of ownership or of tenancy) may be requested. If you are a Business Owner/Operator contact the municipality directly to determine if you qualify for an exemption to the non-resident fee. The exemption does not apply to vacant land taxes.
- V. Minor Sport Organizations are required to submit in-person registration dates to the Director of Recreation a minimum of one month prior to the registration date to ensure a municipal representative is available to attend. Failure to provide notice may result in the absence of a municipal representative.

#### 5. Municipal Marinas

- I. The fee is applied to participants who do not pay taxes to the City of Temiskaming Shores.
- II. The fee will be applied per household and includes monthly and seasonal boat slips. For example, a household with one boat and a sea doo will be charged slip fees for both vessels and one non-resident fee, a household with two boats will pay the slip fees for both slips and one non-resident fee.
- III. Upon the purchase of the slip, proof of payment of taxes (or of ownership or of tenancy) may be requested. If you are a Business Owner/Operator please contact the municipality directly to determine if you qualify for an exemption to the non-resident fee. The exemption does not apply to vacant land taxes.

#### 6. City Hosted Programs and Activities

- I. The municipality will apply the fee to participants who do not pay taxes to the City of Temiskaming Shores.
- II. The fee is applied to each participant and to each registered program.

#### 7. Collection

- I. Minor Sport Organizations are required to collect the fee and forward payment to the City of Temiskaming Shores no later than December 1<sup>st</sup> of each year.
- II. The municipality will provide a hard copy map of the municipality representing the municipal boundaries for in-person registrations
- III. A one-page fact sheet will be made available at minor sport in-person registrations that explains the fee and the policy as well as the legislation for charging HST on programs for youth 15 years of age and older

- IV. The map and policy will be posted on the municipal website and the city encourages minor sport organizations to post on the organizations website to ensure the public is informed.
- V. The municipality will provide a representative for in person registrations sessions to assist in explaining the policy to the public for the 2019/2020 season. Notice of registration dates must be submitted to the Director of Recreation one month prior to the in-person registration date.

8. Rate and Review

- I. The rate of the non-resident fee will be determined annually in conjunction with the municipal annual operating budget and fees are set in the "Schedules of Departmental User Fees and Services for the City of Temiskaming Shores.
- II. The policy will be reviewed every five years.

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

**By-law No. 2019-083**

**Being a by-law to enter into an agreement with Miller Paving Limited for the rehabilitation of Golf Course Road Bridge**

**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-016-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Miller Paving Limited for the rehabilitation of the Golf Course Road Bridge at a cost of \$845,150 plus applicable taxes for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into an agreement with Miller Paving Limited for the rehabilitation of Golf Course Road Bridge at an upset limit of \$845,150 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 21<sup>st</sup> day of May, 2019.**

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule "A" to

**By-law 2019-083**

Agreement between

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

and

**Miller Paving Limited**

for the rehabilitation of Golf Course Road Bridge

**This agreement** made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

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

and

**Miller Paving Limited**  
(hereinafter called "the Contractor")

Witnesseth:

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

**Article I:**

The Contractor will:

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

**Corporation of the City of Temiskaming Shores  
Golf Course Road Bridge Rehabilitation Project  
PW-RFP-001-2019**

- b) Do and fulfill everything indicated by this Agreement and in the Contract Documents attached hereto as Appendix 01 and forming part of this agreement; and
- c) In the Prices and Items attached hereto as Appendix 02 and forming part of this agreement; and

**Article II:**

The Owner will:

- a) Pay the Contractor in lawful money of Canada for the material and services aforesaid to an upset limit of Eight Hundred and Forty-Five Thousand, One-Hundred and Fifty Dollars and Zero Cents (\$845,150.00) plus applicable taxes in accordance to Appendix 02, attached hereto subject to additions and deductions as provided in the Contract Documents.
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

**Article IV:**

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

The Contractor:  
**Miller Paving Limited**  
P.O. Box 2408  
New Liskeard, Ontario  
P0J 1P0

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

**Remainder of Page left blank intentionally**

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

Signed and Sealed in )  
the presence of )

**Miller Paving Limited**

Contractor's Seal )  
(if applicable) )

\_\_\_\_\_  
Estimating Manager – Britt Herd

\_\_\_\_\_  
Witness  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



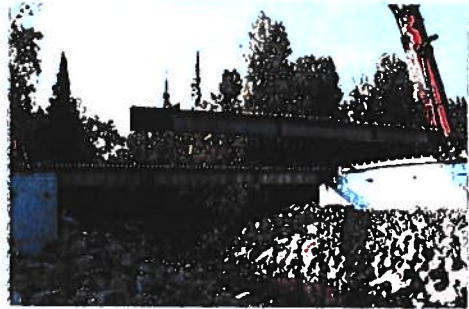
Appendix 01 to  
Schedule "A" to

**By-law No. 2019-083**

Contract Documents



**REQUEST FOR PROPOSAL**  
**Golf Course Road Bridge Rehabilitation – Design Build**  
**City of Temiskaming Shores**



Prepared For  
**City of Temiskaming Shores**  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Respectfully Submitted By  
**Miller Paving Limited**  
704024 Rockley Road  
P.O Box 248  
New Liskeard, ON  
P0J 1P0



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704024 Rockley Road  
New Liskeard, ON  
P0J 1P0

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April 23, 2019

## Transmittal Letter

**For: Contract No. PW-RFP-001-2019 Golf Course Road Bridge**

Miller Paving Limited, with EXP Inc. as the design consultant, submits their Proposal for the Golf Course Road Bridge.

### **Proponent**

Miller Paving Limited  
704024 Rockley Road. New Liskeard, ON  
Business Type: Corporation

Principal contact for this project is:

Britt Herd  
Manager-Estimating Northern Group  
704024 Rockley Rd, New Liskeard, ON P0J 1P0  
Tel: (705)647-4331 Ext. 228  
Fax: (705)647-3611  
E-Mail: [britt.herd@millergroup.ca](mailto:britt.herd@millergroup.ca)

I, Britt Herd, Manager of Estimating in the Northern Group, certify that the attached Proposal document is accurate and truthful to the best of my knowledge.

  
Britt Herd

April 23<sup>rd</sup>, 2019  
Date



**Agreement to Bond**  
(Surety's Consent)

Consent of Surety No. **7179856-19-3484**

To: **CITY OF TEMISKAMING SHORES**

Should the tender of: **MILLER PAVING LIMITED**

For: **PW-RFP-001-2019 - GOLF COURSE ROAD BRIDGE REHAB - DESIGN BUILD**

be accepted within the time period prescribed in the tender, or if no time period is specified, within sixty (60) days from the closing date of tender, and a written contract entered into, we the undersigned do hereby agree to become bound as Surety and will issue

**A Performance Bond equal to 100%**  
**A Labour and Material Payment Bond equal to N/A%**

of the tender price guaranteeing faithful performance of said contract.


This Consent of Surety shall cease and be null and void after thirty (30) days from the award of contract.

Any suit filed against the Surety with respect to this Surety's Consent must be initiated and duly served on the Surety within seven (7) months of the date hereof.

Tender Date: 23<sup>rd</sup> day of April, 2019

Dated: **March 14, 2019**

**INTACT INSURANCE COMPANY**

  
\_\_\_\_\_  
Edith Tshowa, Attorney-in-Fact

(Seal)



**Bid Bond**

Standard Construction Document  
CCDC 220 - 2002

Bond No. 7179856-19-3484

Bond Amount: \$50,000.00

MILLER PAVING LIMITED as Principal, hereinafter called the Principal, and Intact Insurance Company, 1100-999 W. HASTINGS ST, VANCOUVER, BRITISH-COLOMBIA V6C 2W2, a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in all Provinces and all Territories in Canada as Surety, hereinafter called the Surety, are held and firmly bound unto CITY OF TEMISKAMING SHORES as Obligee, hereinafter called the Obligee, in the amount of FIFTY THOUSAND Dollars (\$50,000.00) lawful money of Canada, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS the Principal has submitted a written bid to the Obligee, dated the 23<sup>rd</sup> day of April, 2019, for PW-RFP-001-2019 - GOLF COURSE ROAD BRIDGE REHAB - DESIGN BUILD.

The condition of this obligation is such that if the Principal shall have the bid accepted within the time period prescribed in the Obligee's bid documents, or, if no time period is specified in the Obligee's bid documents, within THIRTY (30) days from the closing date as specified in the Obligee's bid documents, and the Principal enters into a formal contract and gives the specified security, then this obligation shall be void; otherwise, provided the Obligee takes all reasonable steps to mitigate the amount of such excess costs, the Principal and the Surety will pay to the Obligee the difference in money between the amount of the bid of the Principal and the amount for which the Obligee legally contracts with another party to perform the work if the latter amount be in excess of the former.

The Principal and Surety shall not be liable for a greater sum than the Bond Amount.


It is a condition of this bond that any suit or action must be commenced within seven (7) months of the date of this Bond.

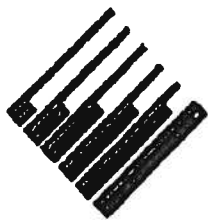
No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the heirs, executors, administrators or successors of the Obligee.

IN WITNESS WHEREOF, the Principal and the Surety have Signed and Sealed this Bond dated the 14<sup>TH</sup> day of MARCH, 2019.

SIGNED AND SEALED in the presence of:

MILLER PAVING LIMITED  
  
Principal

Intact Insurance Company  
  
Surety  
EDITH TSHOWA  
ATTORNEY-IN-FACT



# Professional Engineers Ontario

## Certificate of Authorization General

**EXP Services Inc.**

is hereby granted the authorization to engage in the business of  
providing services that are within the practice of

**Professional Engineering**

in the Province of Ontario in accordance with the provisions of  
the Professional Engineers Act.

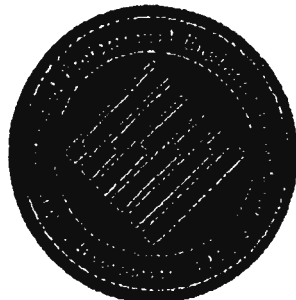
Given under the Corporate Seal of the Association at the  
City of Toronto this:

11<sup>th</sup> day of April, 2011 - #100170959

*Diane L. Freeman, P. Eng., F2C*  
President

*[Signature]* P. Eng.  
Registrar

Association of Professional Engineers of Ontario. This certificate is the property of the  
Association and must be surrendered on revocation, cancellation, suspension or expiry.



**CORPORATION OF THE CITY OF TEMISKAMING SHORES**  
**RFP – GOLF COURSE ROAD BRIDGE REHABILITATION – DESIGN BUILD**  
**PROJECT NO. PW-RFP-001-2019**

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**ADDENDUM NO. 1**  
**(to the Request for Proposal Documents)**

**Purpose:** Administrative modifications to the RFP documents and/or clarifications.

1. Reference to April 9<sup>th</sup>, 2019 on Page T-1 Proposal Closing Date, and in any other part of the document is to be deleted and replaced with **April 23, 2019 at 10:00 a.m.**

---

G. Douglas Walsh, CET  
Director of Public Works

*Issued: April 4, 2019*

**CITY OF TEMISKAMING SHORES**  
P.O. Box 2050  
Haileybury, ON  
P0J 1K0

## ● COMPANY PROFILES

### 1.1 MILLER PAVING LIMITED

The history of the Miller Group dates back to 1917, when it was founded as A.E. Jupp Construction. In 1940, new ownership resulted in the name change to Miller Paving Limited. In March 2018, Miller became a subsidiary of the international construction group, Colas SA, who have their headquarters in Paris, France. Colas is a worldwide leader in transportation infrastructure, construction and road maintenance, and operates in all provinces in Canada.

Locally, Miller operates several manufacturing plants, and operates their northern Ontario division from Temiskaming Shores. The New Liskeard Rockley Road location covers the vast geography of Northern Ontario, and employs as many as 500 people during the peak season. Miller's success is based on time-proven construction methods and innovative technology, backed by vast technical and financial resources. Over 3,500 employees of Miller Paving Limited build and support urban and rural infrastructure across Canada, throughout the United States and in International markets.

Every employee works to provide total customer satisfaction by offering products and services that represent value, adhere to specifications and are clearly superior to those of the competition.

Miller has significant experience in working on design-build projects and has demonstrated expertise, experience, knowledge and innovation in the participation of these projects across Ontario and Canada. Miller was the lead in developing specifications, bidding and executing design-build contracts for the Ministry of Transportation for the past several years, completing seven MTO design-build projects since 2012. Miller has also completed three municipal design-build bridge projects for the City of Temiskaming Shores, Township of Kerns, and the Township of Calvin.

Accomplishing these projects has enabled us to better understand the needs of the multiple stakeholders involved; including owners, local townships and municipalities, third-party agencies such as the Ministry of Environment, Ministry of Natural Resources, Department of Fisheries and Oceans, and many other agencies.

### 1.2 EXP SERVICES INC.

EXP is an integrated, motivated team who work together with all types of clients, on projects big and small, regionally, nationally, and globally. Our employees operate out of more than 100 offices in North America. With local knowledge and registrations in strategic locations around the world, EXP have got it covered.

The EXP team combines the knowledge and skills of recognized experts in linear infrastructure design, construction, and contract administration for various transportation projects. EXP takes full responsibility for managing the project scope, delivering the project on schedule and on budget, and management of quality deliverables from all team members.

Additional information about EXP, the firms that merged to create the company, the markets we serve, and the services provided, are available on the website at [www.exp.com](http://www.exp.com)

Currently, the bridge team of EXP is registered with MTO Registry, Appraisal and Qualification System (RAQS) and is approved in the following Bridge Engineering Specialities:

- Biennial Inspections
- Conditions Surveys
- Design and Evaluation – Complex Structures (multi-span)
- Design and Evaluation – Single Span Structures
- Rehabilitation – General, and
- Rehabilitation – Structural Coating



Typical projects completed by EXP's total project management services include:

- Road/Highway/Provincial Highway Design
- Transportation Planning Studies, Traffic Impact Assessments, Traffic Operational Analysis
- Intersection Improvements, Traffic Signalization, and Pedestrian Crossing Design
- Municipal Class Environmental Assessments and Public Consultation

The project will be designed and managed through EXP's New Liskeard office. Located near the project site, EXP is in the best position to respond timely to all the project requirements.

## ● PROJECT UNDERSTANDING

### 2.1 BACKGROUND

The City of Temiskaming Shores (the City) wishes to keep its transportation and municipal infrastructure in serviceable and safe condition. For this reason, the City intends to engage a Design-Build team to complete the investigations, design and construction for the rehabilitation of the Golf Course Road West Bridge over Chester Creek. The existing structure is a 3-span pre-cast concrete-girder concrete slab structure, with a full-span of approximately 48m over Chester Creek.

### 2.2 PROPONENT

Miller Paving Limited, in conjunction with EXP Services Inc. (the Design-Build team), are proposing to undertake the required investigations, design, and construction of the rehabilitation and associated road works on Golf Course Road approximately 300m east of Hwy 65 west in the City of Temiskaming Shores, Ontario.

### 2.3 OBJECTIVES

The purpose of this project is to provide safe passage for vehicles and pedestrians using the Golf Course Road Bridge (West). Thus, the City wishes to retain the services of a Design-Build team to provide comprehensive engineering services and construction of a complete project. In general, the work includes:

- Conversion of the bridge to a semi-integral structure and associated work
- Removal and replacement of the Asphalt surface including Deck waterproofing
- Removal and replacement of the Guide Rails
- Removal and replacement of the Barrier Wall
- Removal and replacement of the Abutment Bearings
- Conduct a detailed Deck condition survey

This will include all environmental studies, field surveys, development and evaluation of bridge rehabilitation alternatives, preliminary drawings, agency approvals and permits, traffic management plans, detailed design, and construction services.

## ● DETAILED PROJECT METHODOLOGY - TECHNICAL PLAN

The following is the proposed methodology to complete the work required for this project.

### 3.1 PRELIMINARY INVESTIGATIONS

#### Project Commencement

A start-up meeting will be held with the City staff to review the work plan, proposed scope of work, budget and schedule, request any additional information, review the Township's standard criteria and practices for design,

identify key elements and milestones, confirm lines of communication and identify design/construction constraints.

At this time, we will request any available documentation from the City. This would include, but not be limited to the following:

- Hard copy and digital copy drawings of the existing structure, if available;
- Legal property data;
- All other available survey data and information; and
- Any other pertinent reports completed for the structure.

#### Examination of Background Information / Detailed Site Inspection

All relevant background documents will be collected and reviewed. This will include, but not be limited to, reviewing all reports and existing surveys available from the City and MTO, including GIS data, legal property limits, and ownership information, if available.

The Design-Build team will conduct a detailed visual inspection of the site to validate the existing information provided and ensure a complete understanding of the existing conditions. The project team will create a photographic log of the site and make notes of items that will require further investigation or consideration. The Design-Build team will conduct a utility investigation by means of a site investigation to identify visible above-ground utilities as well as conduct a planning/mark-out request from Ontario One Call to determine the location of any underground utilities in the vicinity of the structure.

#### Topographic Engineering Survey

For the preparation of the detailed designs, a topographical survey will be carried out to identify key features of the bridge site. This will include identifying and marking elevations and contours, existing roadways and structures, and other crucial features such as: legal property bars, driveways and privately owned features that encroach on the ROW, and other existing features that may be affected by construction activities will be incorporated into the design drawings.

The survey data will include both approaches as well as cross-section information and elevations on the bridge. Traffic control will be managed as per the Ontario Traffic Manual during this work.

#### Bridge Deck Condition Survey

The deck condition survey will be conducted in conformance to the requirements of the MTO Structural Rehabilitation Manual (SRM). This will include two compressive strength tests, 2 to 3 chloride test and 2 air void tests on the bridge deck. The condition survey will also include a delamination survey, visual survey on the bridge deck, and AC corrosion test. Accessible areas of the soffit and abutment will also be subject to delamination and visual survey's. A final report will be prepared as per the SRM and complete with drawings illustrating all the findings.

Since the bridge deck condition is unknown we have not included a price to chip and replace concrete patches. Once the survey is complete and the quantity of patchwork is known, we can price accordingly.

#### Municipal Class EA and Environmental Clearance

A Municipal Class EA assuming a Schedule A+ (pre-approved) project will be completed, including Public notification. A MNR work permit application will be completed and submitted. As part of the consultation process, the following regulators will be contacted: Ministry of Environment and Climate Change, Transport Canada, and Navigation Protection Program. Our proposal does not include a Species at Risk (SAR) consultation.

## 3.2 DETAILED DESIGN AND CONSTRUCTION

### Field Investigations

Our lead structural engineer responsible for the design and members of our structural design team will begin the design process by visiting the site to familiarize themselves with the site conditions. Special topographic features and design and construction constraints will also be identified during this visit. Additionally, all available related bridge data, records and documentation will be reviewed in detail. The Northern Telephone line will have to be relocated from the north barrier railing prior to demolition. This work is not included in our proposal.

### Detailed Structural Design and Specifications

The rehabilitation work identified in the RFP and the 2018 bridge inspection report by K. Smart Associates will be incorporated into the final rehabilitation design. The design work (drawings and specifications) will be in accordance with the latest edition of all design codes and standards including but not limited to the following:

- CAN/CSA-S6-14 Canadian Highway Bridge Design Code
- Ontario Provincial Standards
- MTO Structural Rehabilitation Manual
- MTO Integral and Semi-Integral Abutment Bridge Manuals
- MTO Contract Design, Estimating and Documentation Manual, and
- City of Temiskaming Shores Standards

### Roadway Approach and Traffic Control Design

This is a bridge rehabilitation project, and therefore the horizontal alignment will be maintained. The vertical alignment maybe adjusted slightly to meet the new approach grading plans. The roadway design will be based on geometric design standards. The bridge approaches will be reviewed for roadside hazards as per MTO Roadside Safety Manual and appropriate safety devices such as a guide rail will be designed to protect the public traffic from such hazards.

It is understood that this section of Golf Course Road will be closed during construction. Advanced warning signs will be placed on either side of the nearby intersecting roads to advise motorist's of the road closure including detour signs, as necessary. Public announcements (via Radio, Social Media, Newspaper) will be used in advance of the upcoming closure. The Geometric Design Standards for Ontario Highways, the Roadside Safety Manual and Ontario Traffic Book 7 Temporary Conditions will be used to plan all traffic management for this project.

### Construction Tender Package

A construction package including both drawings and contract specifications will be prepared by the Design-Build team for the project. The final detailed design drawings will meet the requirements of the approving agencies. The contract drawings will be stamped by two professional engineers, signed, and labeled "Issued for Construction."

## 3.3 CONSTRUCTION PHASE

### Construction Activities

- Organize and determine utility locates
- Install erosion and sediment control devices including silt fence barriers to mitigate environmental impacts
- Set up Traffic Control and close Golf Course Road at West Bridge site, post signs in appropriate areas in order to warn the public that the road is closed
- Remove Asphalt from Existing Bridge

- Perform Deck Condition Survey
- Remove Barrier Walls, Expansion Joints, Approach Slabs, Ballast Walls, Guide Rail
- Jack Bridge and Replace Bearings
- Form and Pour Semi-Integral Abutment
- Form and Pour Barrier Wall Curb
- Form and Pour Approach Slabs
- Form and Pour Curbs
- Install Guide Rail at Approaches
- Place new Barrier Railing
- Place Waterproofing
- Place Hot Mix
- Form and Fill Grooves
- Remove Traffic Control, Clean up and Demobilize

### Construction Reporting

The Design-Build team will prepare and submit bi-weekly progress reports to the City contact, which will include the following information:

- Work completed to date;
- Site photographs;
- Work planned for the next period; and
- Updated construction schedule.

### Construction Inspection/Administration Services

EXP staff will perform periodic construction inspection services, as required by the Design-Build team. This will include periodic site visits by Engineers, review of shop drawings, and providing direction to any inquiries by Miller Paving or the City throughout construction.

EXP staff will be responsible for rejecting work that does not conform to the requirements stipulated in the drawings and specifications.

### Quality Control and Material Testing

Miller employs and operates CCIL certified laboratories across Ontario performing a full range of Quality Control activities including but not limited to aggregate testing, concrete testing (plastic and hardened); and asphalt testing. Miller will provide the expertise required to perform all Quality Control required in the rehabilitation of the Golf Course Road West Bridge. QC testing that is required and is outside of Miller's expertise shall be contracted out.

### Warranty Period

Miller Paving will be responsible to rectify any construction issues throughout the warrant period. Upon completion of the warranty period, EXP will complete a site inspection to ensure that all deficiencies have been rectified.

## ● QUALITY CONTROL / PROJECT MANAGEMENT PLAN

### 4.1 PROJECT MANAGEMENT

The overall Project Management throughout the Design-Build assignment will be completed by Miller Paving.

Miller Paving and EXP have worked together on Design-Build Projects, some of which include:

- Borgford Bridge – Kerns Township (EXP was the Contract Administrator) – Miller was the Design-Builder
- Pautois Bridge – Township of Calvin (Miller-EXP were the Design-Build Team)
- MTO 2012-5000 Hwy 661 – Gogama ( Miller-EXP were the Design-Build Team)

The overall Project Management throughout the design-build assignment will be completed by Miller Paving.

## 4.2 QA/QC - DESIGN PHASE

EXP Service Inc.

Our proposed Project Team is committed to the practice of quality assurance and control to ensure complete client satisfaction. We follow accepted engineering principles of quality assurance, quality control and risk management. Our corporate quality control plan registered in the Ministry's RAQS system forms the basis of many client specific quality control plans. It is a very rigorous plan that addresses multiple project team specialties and ensure due diligence in QC process and documentation. We improve these guidelines on a continual basis through client input and educational advancement. With respect to this proposed project, it will be the responsibility of the Quality Control Auditor to ensure the completion of each task to the highest degree of quality. The intent of the auditor is to ensure a qualified person is undertaking reviews at key milestone intervals yet not be involved with the day-to-day design aspects of the project. This assists in ensuring that reviews are completed on an independent basis and will identify potential issues that may not be evident to the project team. We will assign work to staff members who have successfully completed similar tasks on previous projects.

- Key elements of our Quality Assurance Plan include:
  - Providing continuous education to our staff to ensure state-of-the-art designs
  - Independent in-house checks by senior staff at all appropriate project milestones
  - Review of all meeting minutes by the Project Director
  - Close scrutiny of draft and final reports prior to submission to the client
  - A commitment to independent internal reviews and audits
- Peer reviews of all completed work to ensure proper quality control.
- Any non-conforming work will be identified through the peer review process and corrected prior to final submission to the client.

## 4.3 QA/QC - CONSTRUCTION PHASE

Miller currently operates under a Quality Management System (QMS) and Quality Control system which is designed to be a continuous system of improvement that stems from the project level, involves reporting to various levels of management and implementation of management initiatives to improve the execution of the project and the organization. The Quality Control system is a network of in-house laboratories, plants, other facilities as well as working relationships with external testing and consulting companies. Typically a project specific Quality Control plan will be developed and implemented.

## 4.4 ENVIRONMENTAL MANAGEMENT

A list of external agencies will be prepared at the onset of the project and updated over the duration. Letters will be sent to the external agencies early in the process so that concerns can be identified and addressed. All initial

contacts letters to government agencies will be sent prior to posting of the initial public notice. The initial contact letters will be particulars of the project, potential impacts as it relates to that agency's mandate or landowner, and preliminary avoidance/protection/mitigation measures to be utilized.

Once the potential impacts, project alternatives, and required mitigation have been identified our team will facilitate advising of necessary external agency environmental exemptions, clearances or approvals required during the detail design. This will be carried out by sending a detailed letter to the appropriate agencies highlighting existing and projected conditions, preferred design, potential impacts, and proposed mitigation. This letter will be followed up by a call to the agency representative to further discuss the information provided. These procedures will allow our team to respond to any additional agency requirements in a timely manner and facilitate final project approval. All required future exemptions, clearances or approvals will be compiled in the project file.

A fisheries assessment will be completed in accordance with the standard protocol and the Fisheries and Oceans Canada (DFO). It is not anticipated that the project would result in determination of habitat loss given the low level of permanent and temporary impact (longer span structure). We will however carry out an assessment of potential impacts will be completed in accordance with the low, medium, or high risk of the project undertaking to result in a harmful alteration, disruption or destruction (HADD) of fish habitat under the Federal *Fisheries Act*.

## 4.5 SAFETY MANAGEMENT

### OVERVIEW

Commitment to a safe working environment will be the joint effort of the design and construction teams. All field work compromising of but not limited to; field investigations for design purposes, use of workers, subcontractors, suppliers, testing/consulting personnel and operations will be carried out in accordance with Miller Paving Limited's (Miller) existing Health and Safety Policy. Miller's policy is updated on an annual basis.

Miller's key objectives on projects are as follows:

- Ensuring that workers are protected
- Targeting no lost-time injuries or medical aids
- Safety of all personnel present on-site
- Protection of the travelling public within project work zones
- Ensuring that all of our safety policies and safe practices are followed at all times

In carrying out Contract PW-RFP-001-2019, Miller will work with the following policies and specifications to ensure a safe working environment:

- Occupational Health and Safety Act and Regulations for Construction Projects
- Ontario Traffic Manual – Temporary Conditions - Book 7
- Highway Traffic Act and Regulations
- Miller Paving Limited's health and safety policy
- Miller Paving Limited's supplemental policies
- Project specific Emergency Response Plan
- Project specific Traffic Management Plan
- Project specific Communication Plan

Miller has established safety policies and procedures, which are used to extensively train our workers, subcontractors and anyone entering the work zone which is under our care and control. Staff are also fully trained and tested in all required aspects of safety training depending on their job descriptions. Further to this training

our staff is also fully versed with the "Occupational Health and Safety Act and Regulations for Construction Projects". The familiarity of both our Safety Policies and Procedures and the Occupational Health and Safety Act, and extensive training has established our staff as safe and competent workers when it comes to safety.

#### **PROJECT DESIGN PHASE**

The development of the project design will provide consideration for safe staging/detour requirements including access/egress for construction vehicles, well-being of workers and personnel on-site, safe passage of public vehicular and pedestrian traffic through or surrounding the work site.

Jointly, the project management staff and the design team will undertake the responsibility of identifying the exact locations of all highway underground utilities. Design will be undertaken with the intent of minimizing the intended construction to existing utilities. Means for protection of utilities will be incorporated into the design component of the project and undertaken with construction.

#### **CONSTRUCTION PHASE**

Prior to commencement of any onsite work on the project, the Occupational Health and Safety Manager, along with the operations project management staff will conduct an onsite safety inspection to determine the risks and concerns for the project. An assessment of the operations to be conducted will include the methodology of operations, the use of equipment, proximity to live traffic and the effect of operations travelling public in the vicinity. Any risks and concerns identified will be the responsibility of the Project Manager to address. Should there be the potential to alleviate or minimize the risks or concerns through the design process, the issues will be brought to the attention of the designers by the Project Manager in order to utilize the design process as a means to mitigate risks and minimize concern at the starting point of the project. Any training needs identified will be implemented by the Occupation Health and Safety Manager.

Locations of utilities will be identified and marked prior to commencing construction works in given areas. Utility relocations will be undertaken or protection measures will be implemented during the course of construction, as required.

Any temporary lighting used for night works will be adjusted as not to interfere with the vision of travelling public and will not be directed towards adjacent residences.

#### **WORKER SAFETY**

Personal Protective Equipment (PPE) shall conform with the Occupational Health and Safety Act, and shall be worn at all times by all workers in the work zone, including as necessary foot, ear, eye protection, safety vests and hard helmets. If a worker, subcontractor, supplier or owner's representative does not have the appropriate PPE, they will not be allowed onto the work zone.

Safety compliance of all subcontractors and suppliers is managed by Miller by means of the subcontract agreement or purchase order issued to them and accompanying Miller's health and safety booklet, prior to their start on the project. In addition, Miller will perform on-site monitoring to ensure continued adherence to the safety requirements.

A project safety meeting will be held with all the stakeholders prior to commencement of the work to ensure that all parties are aware of the risks and concerns on the project and the safety measures that have been put in place. Further to this, weekly safety talks, named as tale-gate "Tool Box" talks in Miller's Health and Safety policy, will be held with a focus on, on-site issues, near misses, and upcoming work. Participation is mandatory for Miller's site staff, however subcontractors, suppliers and the owner's representative will be notified and encouraged to also participate.

Our goal and target for all projects with respect to our labour force is zero lost time incidents and zero accidents.

## TRAFFIC MANAGEMENT

### Traffic Management Plan

It is anticipated that Golf Course Road will be closed at Golf Course Road West Bridge for the duration of the contract. Agencies affected by this closure must be notified and they will include but not limited to emergency services, bus companies, travelling public, adjacent homeowners etc.

### SUMMARY

Safety is our top priority when it comes to ensuring the success of a project. Safety of the worker and of the road user will be a prime consideration during all stages of design and construction. Miller will undertake the project with consideration to and the wellbeing of all stakeholders involved.

- **PROJECT SCHEDULE**

Project schedule is located in Appendix B

- **PROJECT EXPERIENCE**

The Design-Build team has both in a corporate framework and individually, been involved in numerous transportation and mining projects including bridges, roads, mining exploration, land development, and decommissioning projects for the last several decades. Specific road and bridge construction projects include reconstruction, rehabilitation, and new construction projects completed under conventional engineering and construction approaches to major transportation projects in the multi-million (up to half billion) dollar range under design-build arrangements.

The following are brief descriptions of some of the projects completed by the members of the Design-Build team that are most relevant to this project.

## 6.1 MILLER GROUP

### **MTO #2017-5119; Blanche River Bridge**

*Client:* Ministry of Transportation

*Reference:* Willian Praskey, CA

*Construction Cost:* \$3,649,108.00

*Construction Completion:* 2018

*Project Description:* Rehabilitation of the Blanche River Bridge

### **Township of Calvin – Design Build**

*Client:* Township of Calvin

*Designer:* EXP

*Reference:* Antoine Boucher, Director of Public Works and Engineering Tel: 1-705-752-2740

*Construction Cost:* \$1,000,000

*Construction Completion:* 2012

*Project Description:* Reconstruction of Pautois Bridge



**2014-10 Borgford Bridge Design Build Bridge Replacement***Client:* Kerns Township*CA:* EXP*Reference:* Darren Ridley, CA EXP*Construction Cost:* \$1,187,000.00*Construction Completion:* 2014*Project Description:* Design-Build Replacement of the Borgford Bridge on Maybrook Road

- **PROJECT PERSONAL**

**7.1 MILLER GROUP****Chris O'Reilly****Project Manager**

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As the Operations Manager of Structural Projects for Miller Paving Limited since 2009, Mr. O'Reilly joined our team with over 25 years of proven hands on experience. Areas Mr. O'Reilly specializes in are; Management, Manufacturing, Customer and Field Service, Form Work assembly and Crew Management. System and Product control, from a raw material to a finished high quality product has been a major part of his career. Excellent communication and interpersonal skills are combined with the ability to coach and motivate a team. A "value-added" team player and excellent administrator with a customer service mindset (internal & external).

Since commencing work with Miller Paving Limited Mr. O'Reilly is currently in a manager's position, managing four current MTO bridge projects and has completed numerous bridge and dam projects over the years.. His responsibilities include scheduling, purchasing, liaison with all suppliers, customers and owner, trouble shooting, project planning, and project management.

**Frank Vanderburg****Project Coordinator**

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As a Project Coordinator with Miller Structural Division, Frank's understanding of the QC reporting process as well as Concrete QC has made him an invaluable part of the crew. Frank has worked with Miller since 2013, initially as a Surveyor and then evolved into the role of Project Coordinator in 2015. He has been involved with 10 projects during his career with Miller with an overall value of the projects amounting to over \$55 Million.

Frank's areas of specialization are: Concrete & Concrete Testing, MTO QC process, Project Reporting, and Schedule Management. His superior ability to multi-task has allowed him to effectively manage project schedules, coordinate with subcontractors & crew foreman, all the while ensuring QC reporting and submissions are done effectively. His responsibilities include: schedule management, daily coordination with crew foreman, project payments & payment summaries, daily logs, quality control, as well as a thorough understanding of the tender document in order to ensure submissions are completed in a timely fashion.

**Chad Smith****Structural Superintendent**

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As superintendent with the Miller Structural Division, Chad brings with him a broad knowledge of construction and is dedicated to seeing projects through from beginning stages to end. He has worked for Miller since 2011 and has seen through over 10 projects with the company amounting to a project value of approximately \$35 Million.

His areas of specialization are: Comprehensive Knowledge of Concrete Placement, Carpentry/Formwork Building, Operating, and Process Control. Chad's impeccable foresight and unique ability to problem solve on the spot has made him a valuable asset on-site dealing with unpredictable scenarios. His responsibilities include: daily

supervision of the crew, health and safety of the crew, coordination of materials, ensuring critical path deadlines are met as well as reading and interpreting drawings to ensure that structures are built as per the plans.

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## 7.2 EXP INC.

**Stephen Ho, M. Eng. P. Eng.**

**Senior Structural Engineer**

Mr. Ho has performed Project Management roles on numerous bridge and culvert projects in Ontario for both private and government sectors. With over 28 years of experience working in engineering consulting, Mr. Ho has become well practiced in the field of bridge engineering, recently managing over 10 bridge rehabilitation projects and completing the construction design for more than 15 bridge and culvert projects. In addition, Mr. Ho has conducted and overseen the inspection of bridges for the City of Greater Sudbury, the Municipalities of West Nipissing, French River, Moosonee, and for the MNR (Southern Region). The experiences Stephen has gained managing these projects have helped develop him into a first-class Project Manager.

Whenever dealing with conflicts such as claims against parties, distribution of blame to designers for errors, a dissatisfied public, or environmental challenges there are several approaches that can be taken to minimize delays, cost, and public inconvenience. Some of these strategies often used by Mr. Ho include maintaining healthy relationships with the community, actively seeking future potential challenges, creative problem solving, and transparency in communication.

Through years of experiences, Stephen and EXP's bridge team has developed sensitivity to the environmental impacts of bridge projects. Each bridge construction or rehabilitation project brings its own specific challenges. Some of the most common challenges experienced have included maintenance of traffic, in-water work, time and seasonal constraints, and cost constraints. Often, with proper project management, planning and innovative design details these challenges can be overcome.

**Steve Cormier, P. Eng.**

**Bridge Engineer**

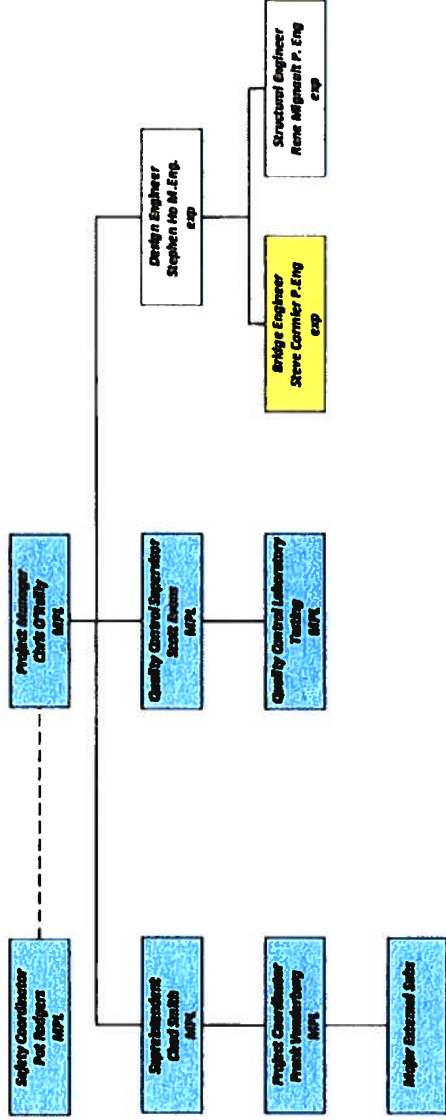
Mr. Cormier will act as the Design Engineer and will assist Stephen Ho in ensuring that all bridge engineering aspects of this assignment are successfully completed in a professional and timely manner and in accordance with applicable design codes requirements. Steve is a dedicated Structural Engineer who brings to the project team his experience and extensive involvement with OSIM bridge inspections, detailed bridge evaluations, construction and repair drawings and specifications. He is familiar with MTO standards and requirements and with the CAN/CSA-S6-14 code.

**Rene Mignault, P. Eng.**

**Structural Engineer**

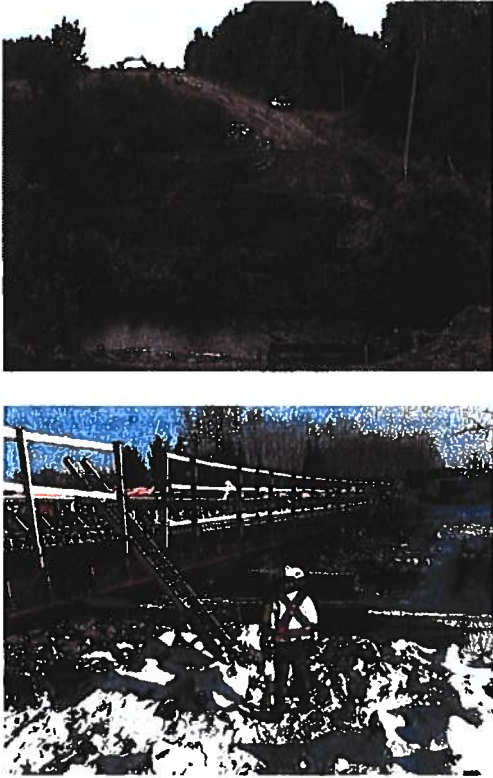
Mr. Mignault will aid the Bridge Team with the bridge structural evaluation, preliminary and final design. Mr. Mignault graduated with his Bachelor of Engineering in 2006 with a fundamentally strong knowledge of structural engineering. He joined EXP in 2018 as a structural engineer. His experience includes assisting in bridge inspections as well as the design of structural systems for the mining and industrial sector..

Miller Paving Limited  
Organizational Chart




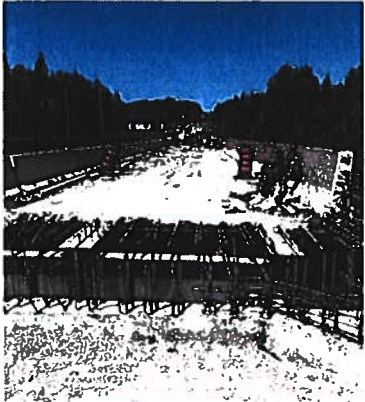
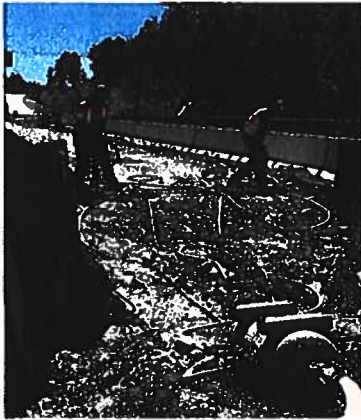
## Appendix A

**Borgford Bridge Replacement (Design-Build)  
Contract No. 2014-10, Kerns Township**

	<b>Project Description:</b>
	<p>In Spring 2014 Miller was awarded the contract of the Borgford Bridge Replacement on Maybrook Road in the township of Kearns. The existing structure was single lane built from timber frame and had reached the end of its useful life.</p> <p>The project itself was awarded as design-build which was coordinated with the assistance of Planmac engineering. Demolition began in September 2014 once the new bridge was designed in hopes of hitting optimal weather for dewatering and installation of the steel foundations. Although we did our best to mitigate risks, the biggest challenge occurred with higher than normal precipitation levels in the months of August and September 2013 which meant elevations up to the top of the new designed abutments. Once water levels were under control, the new bridge, consisting of H-Piles, cast in place Abutments &amp; 30m span Bridge Deck was built in 3 short months.</p>
<b>Schedule Performance:</b>	<b>Cost Performance:</b>
<p>Start: September 2014 Completion Date: December 2014</p>	<p>\$1,187,000.00</p>
<b>Client References:</b>	<b>Key Personnel:</b>
<p>expServices Inc. Daren Ridley, CA Steve Ho, Project Engineer Tel: 705-674-9681</p>	<p>Britt Herd, Senior Manager - Project Management / Estimating Chris O'Reilly, Manager - Structures Chris Rick, Project Superintendent Ryan Campsall, Project Coordinator</p>

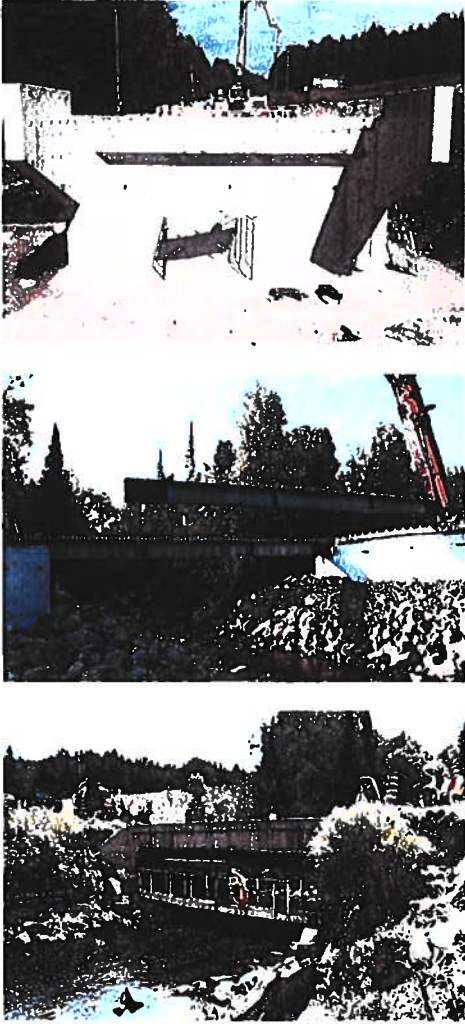


**Hwy 112 Blanche River Bridge  
MTO 2017-5119**

  	<p><b>Project Description:</b></p> <p>Highway 112 improvements consisted of Part A, Blanche River Bridge and Structural Culvert Placement and Part B, 3 pipe culverts &amp; a private Entrance. The rehabilitation included full depth removal of the existing asphalt and replacing it with 40mm of binder and 50mm of surface. Miller was awarded the contract. This was a MTO contract, administered through EXP.</p> <p><b>Blanche River Bridge</b> The Bridge Rehab took 7 months to complete. The Rehab was done in 2 Stages, with ETA and Temporary Concrete Barriers involved. Jacking of super structure and thermally sprayed anode were done to extend the longevity of the structure. The Project was completed three weeks ahead of schedule.</p> <p><b>Structural Culvert Placement</b> The operation was performed in July under 24x7 flagging for 5 days. Protection Systems were replaced by flagging through a Change Proposal. Pre-Cast culvert (3000mm x 2700mm) replaced the existing pipe culvert. Culvert Water Proofing and EPA was involved during the process. Dewatering the structure was a challenge due to rain conditions during the construction.</p> <p><b>Centre Line Culvert Placement</b> The operation was performed in June 2018 under 24x7 flagging for 7 days. Detours were constructed in order to place the culverts. Three culverts and a private entrance was constructed in this period. 2481MT of GranA and 4519 MT B2 was used. A private entrance was constructed through a change order.</p>
<p><b>Schedule Performance:</b> Start: Nov 4, 2017 Completion Date: September 3, 2018</p>	<p><b>Cost Performance:</b> \$3,649,108.00,</p>
<p><b>Client References:</b> Ministry of Transportation Ontario William Praskey, CA – 705-679-3282</p>	<p><b>Key Personnel:</b> Britt Herd, Senior Manager - Project Management / Estimating Chris O'Reilly, Manager – Structures Dhruv Desai, Project Coordinator Chad Smith, Project Foremen</p>



**Pautois Creek Bridge  
Municipality of Calvin**

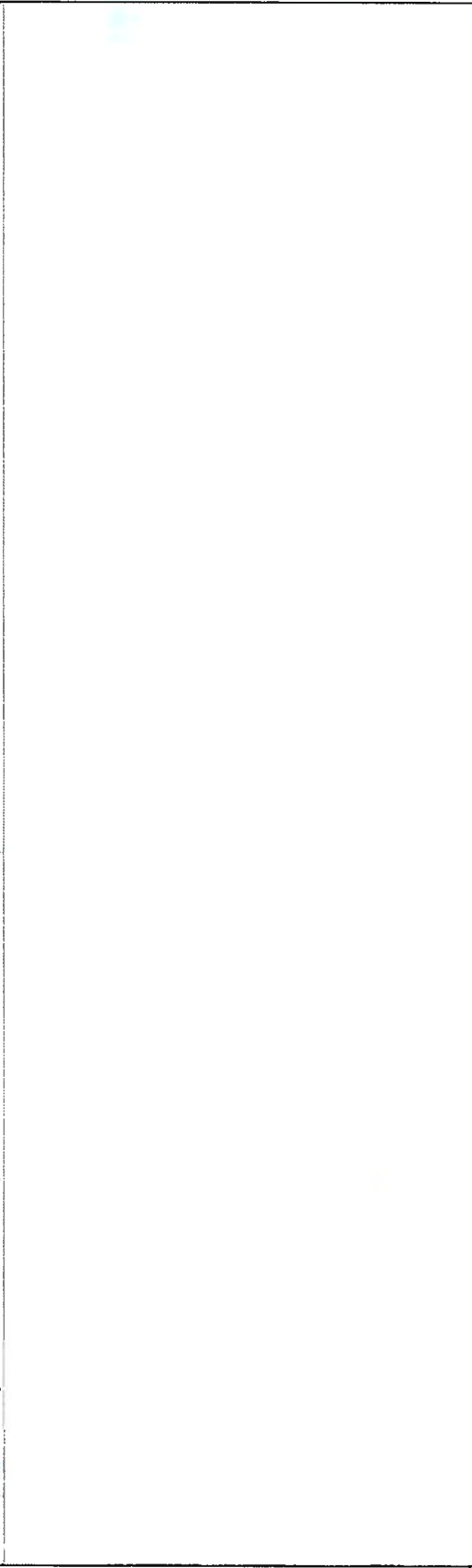
	<p><b>Project Description:</b></p> <p>In 2013, Miller was contracted by the Municipality of Calvin to remove and replace a bridge structure which had reached the end of its useful life. The small 15 meter ridged span bridge was removed and replaced with a steel girder, concrete deck bridge.</p> <p>For removal, Miller utilized a demolition plan which was had been successful at similar bridge projects. This entailed the existing bridge being cut into sections, removed with a crane, and loaded directly onto a transport to be hauled off-site with little cleanup and no environmental impact.</p> <p>Once demolition and earth excavation was complete, Abutments and Wingwals were cast in place, one-span Steel Girders were installed, and successively the cast in place Concrete Deck. All backfill and roadwork followed in timely fashion and the new Bridge / Roadway were operational by Fall 2013.</p> <p>On this project, there was strict MNR protocol regarding appropriate working timeframes which had to be followed. The project started on time with demolition beginning late Spring 2013 and the new construction was completed in its entirety only a few weeks after the original timeline. The minor delay was due to ground conditions and hydrostatic ground pressure.</p>
<p><b>Schedule Performance:</b> Start: Spring 2013 Completion Date: September 2013</p>	<p><b>Cost Performance:</b> \$600,368.00</p>
<p><b>Client References:</b> Municipality of Calvin 705-744-2700</p>	<p><b>Key Personnel:</b> Britt Herd, Senior Manager - Project Management / Estimating Chris O'Reilly, Manager - Structures Mario Cote, Project Foreman Tristan McMullan, Project Coordinator / QC Administrator</p>



## Appendix B



ID	Task Name	Duration	Start	Finish	May '19	Jun '19	Jul '19	Aug '19	Sep '19	Oct '19	Nov
1	Project Award	1 day	Tue 5/21/19	Tue 5/21/19							
2	On site Investigations	25 days	Wed 5/22/19	Tue 6/25/19							
3	Design Stage	55 days	Wed 5/22/19	Tue 8/6/19							
4	Mobilization to Site	1 day	Wed 8/7/19	Wed 8/7/19							
5	Demolition	21 days	Thu 8/8/19	Thu 9/5/19							
6	Concrete Work; Jacking; Bearings	40 days	Fri 8/30/19	Thu 10/24/19							
7	Hot Mix Paving	2 days	Fri 10/25/19	Mon 10/28/19							
8	Approaches/Guide R&S	5 days	Tue 10/29/19	Mon 11/4/19							
9	Completion	1 day	Tue 11/5/19	Tue 11/5/19							



Task	Inactive Task	Start-only
Task		
Split		
Milestone		
Summary		
Project Summary		
External Tasks		
External Milestone		

Project: GolfCourseRoadWestBrid  
Date: Mon 4/22/19

## Appendix C



PLAN ONLY (APPROXIMATE)

THESE DRAWINGS ARE FOR INFORMATION ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

**GENERAL NOTES**

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**CONSTRUCTION NOTES**

1. THE CONTRACTOR SHALL FURNISH THE BEARING SEATS FOR THE BRIDGE PILES.

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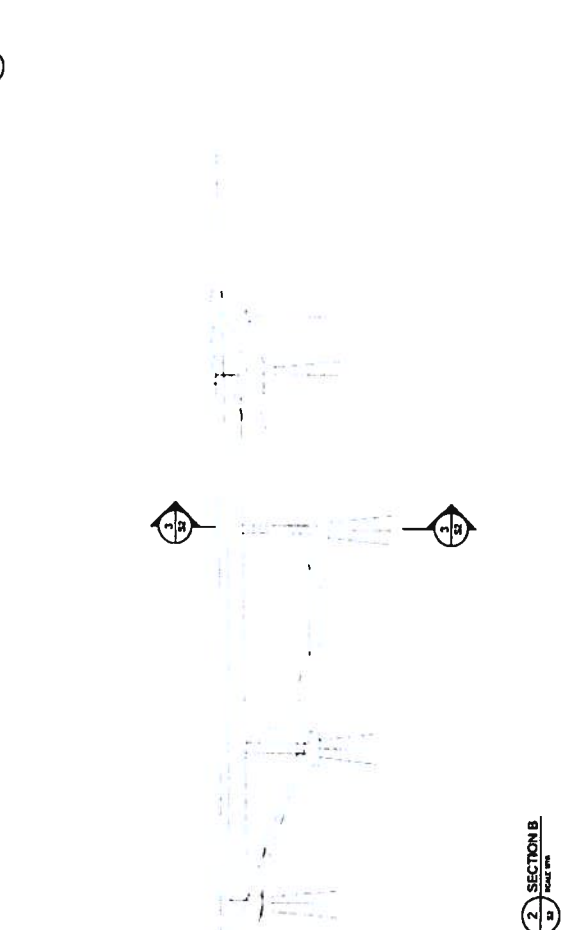
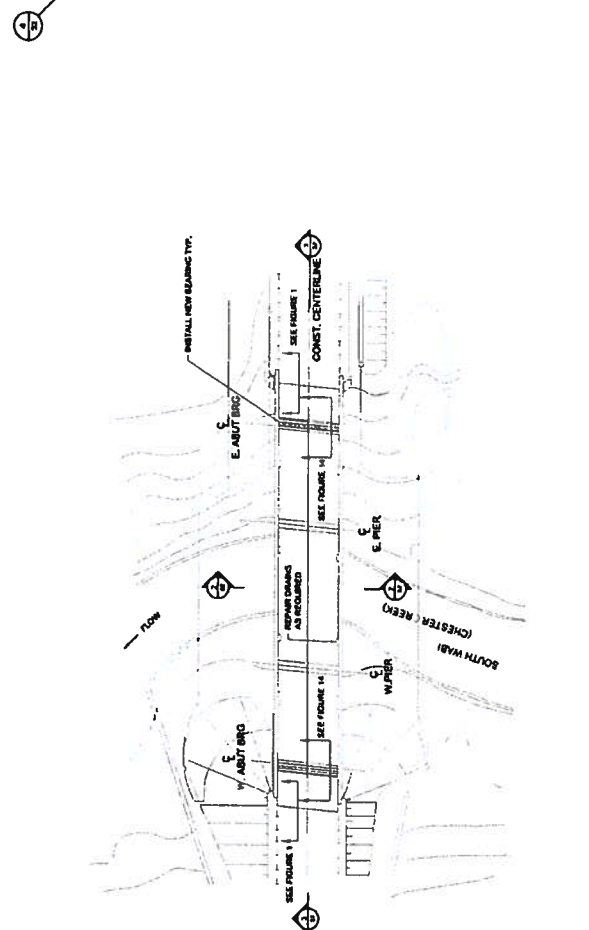
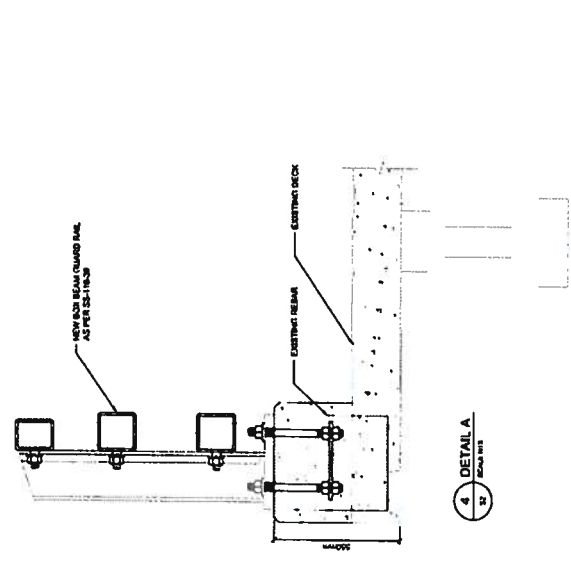
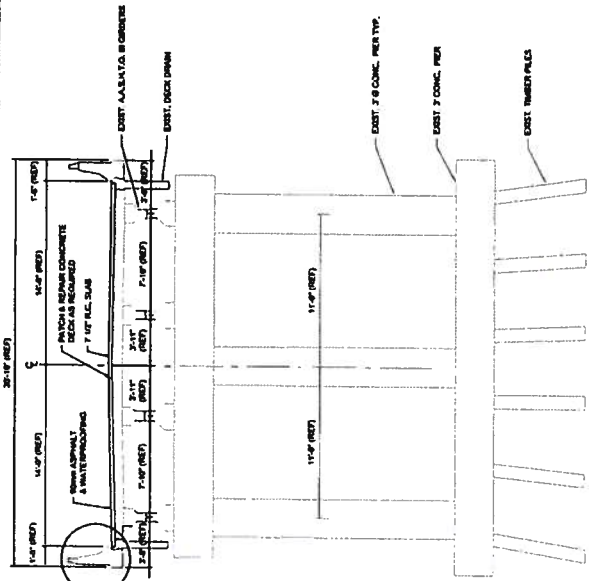
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THE CITY OF  
TEMISKAMING SHORES  
CHESTER CREEK  
BRIDGE REHAB

PROJECT NO. 999-0006250-PP  
DRAWING NO. NEW CONSTRUCTION

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EXP CONSULTING INC.  
100 UNIVERSITY AVENUE, SUITE 100  
MONTREAL, QUEBEC H3A 2K4  
Canada



SECTION B  
1/2" SCALE

SECTION C  
1/2" SCALE

SECTION A  
1/2" SCALE

SECTION B  
1/2" SCALE

SECTION C  
1/2" SCALE



**PLAN ONLY IMPROVEMENTS**

CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

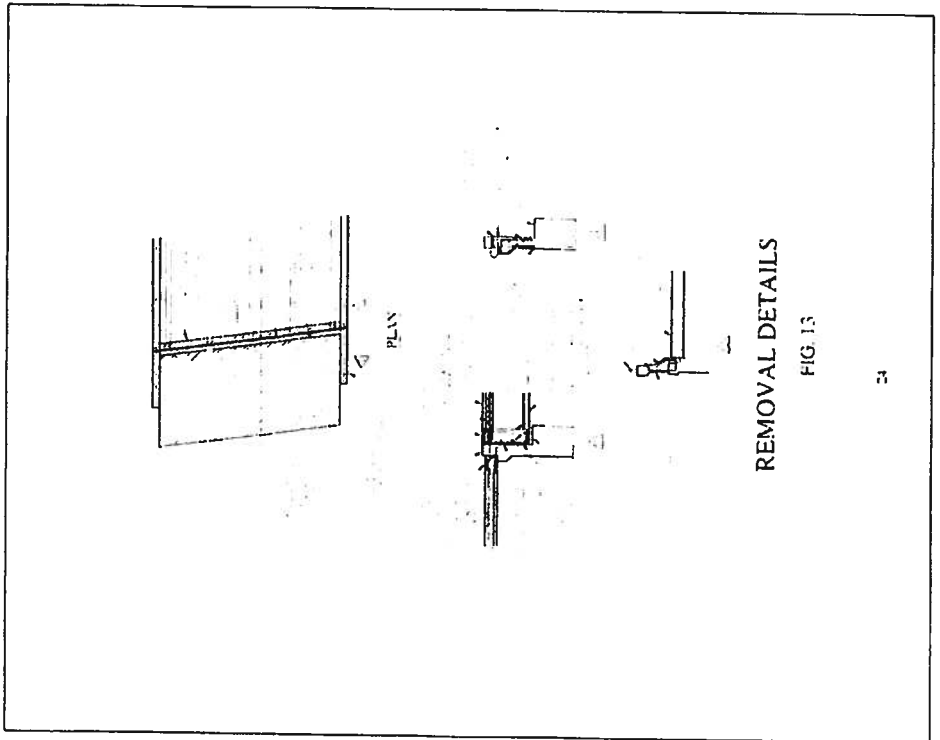
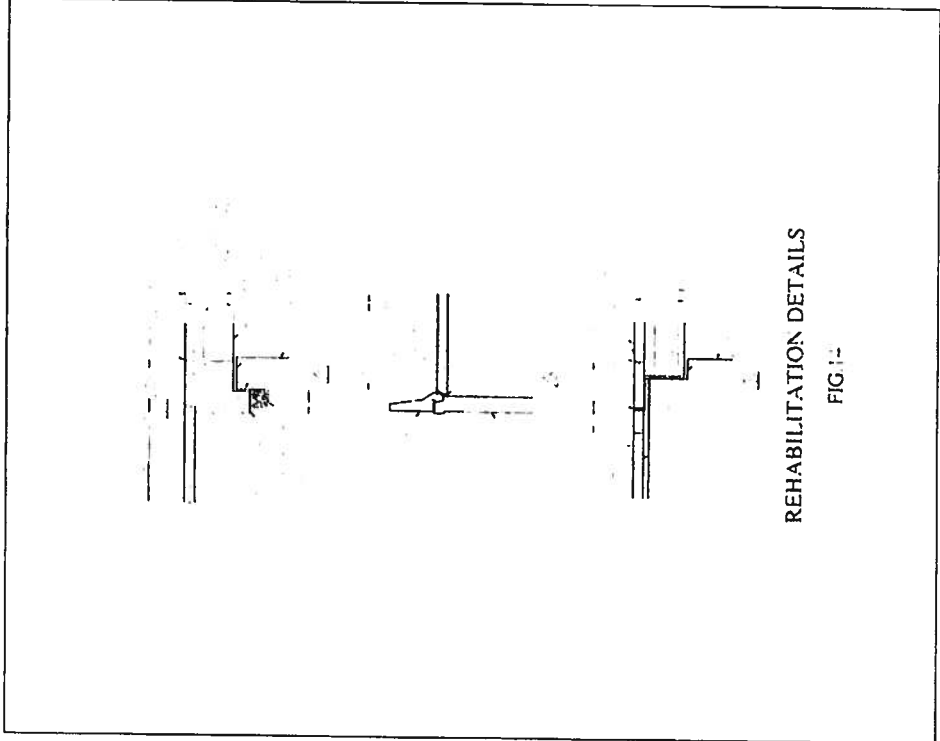
NO.	DESCRIPTION	DATE	BY
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PROJECT NO. **THE CITY OF TEMSKAMING SHORES**  
**CHESTER CREEK BRIDGE REHAB**  
 DRAWING NO. **999-0065250-PP**  
 SHEET TITLE

**STANDARD FIGURES 2**

REVISION	DATE	BY	REASON

**exp.**  
 EXP Services Inc.  
 A CORPORATION IN ONTARIO  
 1000 SHEPPARD AVENUE EAST  
 SUITE 1000, SCARBOROUGH, ONTARIO M1S 1T6  
 TEL: (416) 291-1111  
 WWW.EXP-SERVICES.COM





Appendix 02 to  
Schedule "A" to

**By-law No. 2019-083**

Items and Prices

T-1

**CITY OF TEMISKAMING SHORES  
REQUEST FOR PROPOSAL PW-RFP-001-2019  
GOLF COURSE ROAD BRIDGE REHABILITATION – DESIGN BUILD**

PROPOSAL CLOSING DATE: APRIL 9<sup>th</sup>, 2019 @ 2:00 P.M. LOCAL TIME.

PROPOSAL PW-RFP-001-2019: GOLF COURSE ROAD BRIDGE REHAB. – DESIGN BUILD

COMPLETED PROPOSAL SHALL BE SUBMITTED TO:

Corporation of the City of Temiskaming Shores  
325 Farr Drive,  
Haileybury, Ontario,  
P0J 1K0

Attention: Mr. Dave Treen, City Clerk

BY: Miller Paving Limited

Name of Firm or Individual (hereinafter referred to as the Design-builder)

704024 Rockley Road New Liskeard, ON P0J 1P0

Address

Britt Herd

Name of Person Signing for Firm

Senior Manager, Estimating & Contracts - Northern Group

Office of Person Signing for Firm



T-2

Corporation of the City of Temiskaming Shores  
325 Farr Drive  
Haileybury, ON  
P0J 1K0

Attention: Mr. Dave Treen, City Clerk

RE: Submission to Request For Proposal - PW-RFP-001-2019  
Golf Course Road Bridge Rehabilitation – Design Build

The Design-builder has carefully examined the Provisions, Plans, Specifications, and Conditions referred to in the Schedule of Provisions, Plans, Specifications and Conditions attached hereto as part of this Proposal and has carefully examined the site and location of the work to be done under this Contract and the Design-builder understands and accepts the said Provisions, Plans, Specifications and Conditions, and for the prices set forth in this Proposal, hereby offers to provide full and complete design and furnish all machinery, tools, apparatus and other means of construction, furnish all materials, except otherwise specified in the Contract, and to complete the work in strict accordance with the Provisions, Plans, Specifications and Conditions referred to in the said Schedule.

Attached to this Proposal is a certified cheque or a bid bond in the amount required by the Special Provisions, made payable to the City of Temiskaming Shores, hereinafter also referred to as the Owner. The proceeds of this cheque shall, upon acceptance of the Proposal, constitute a deposit which shall be forfeited to the Owner if the Design-builder fails to file with the Owner a completed 100% Performance Bond and an executed Form of Agreement for the performance of the work prepared by the Owner in accordance with this Proposal and the Provisions, Plans, Specifications and Conditions referred to in the said Schedule within ten (10) days from the date of Acceptance of the Proposal.

Notification of Acceptance may be given and delivery of the Form of Agreement made by prepaid post addressed to the Design-builder at the address contained in this Proposal.

T-3

In accordance with the first paragraph of this Proposal, the Design-builder hereby offers to complete the work specified in Request for Proposal PW-RFP-001-2019 for the following prices.

Item No.		Item	Unit	Qty	Unit Price	Total
<b>Part A – Engineering and Design</b>						
A-1		Geotechnical Investigation / Analysis	LS	100%	\$12,000.00	\$12,000.00
A-2		Deck Condition Survey	LS	100%	\$6,000.00	\$6,000.00
A-3		Structure Design / Engineering	LS	100%	\$42,000.00	\$42,000.00
A-4		Roadway Design / Engineering	LS	100%	\$18,000.00	\$18,000.00
<b>Part B - Construction</b>						
B-1		Bridge Foundation and Abutments	LS	100%	\$112,815.00	\$112,815.00
B-2		Bridge Approaches (Incl. Roadway Grading & Resurfacing)	LS	100%	\$166,125.00	\$166,125.00
B-3		Bridge Barrier Wall Repairs	LS	100%	\$209,245.00	\$209,245.00
B-4		Bridge Deck Repairs (Incl. Waterproofing and Resurfacing)	LS	100%	\$227,465.00	\$227,465.00
B-5		Bridge Expansion Joint Repairs	LS	100%	\$2,150.00	\$2,150.00
B-6		Slope Stabilization and Erosion Protection	LS	100%	\$1,500.00	\$1,500.00
B-7		Environmental Protection during Construction	LS	100%	\$17,850.00	\$17,850.00
<b>Part C – Contingency Allowance</b>						
C-1		Project Contingency	LS	100%	\$30,000.00	\$30,000.00

**Sub-Total**           \$845,150.00

**HST 13%**           \$ 109,869.50

**Total Proposal Price**           \$955,019.50

T-4

### OWNER'S RIGHT

The Owner reserves the right to delete any part(s) of the work without prejudice to the bid unit prices of the remaining work.

The Owner also reserves the right to reject any proposal, including any which, in the Owner's sole opinion, fail to demonstrate sufficient prior experience in similar design-build contract.

### PROPOSAL AWARD

Proposal award is subject to approval of Council and receiving of all necessary permits. Lowest or any proposal not necessarily accepted.

### SCHEDULE OF PROVISIONS, PLANS, SPECIFICATIONS AND CONDITIONS

The engineering and construction work specified in this Contract will be performed in strict accordance with the following Provisions, Plans, Specifications and Conditions.

#### A. SPECIAL PROVISIONS

- 'A' Proposal and Bonding Requirements - Attached
- 'B' Special Provisions for Contract - Attached
- 'C' Liquidated Damages - Attached

#### B. PLANS - Attached

- S-1 General Arrangement
- S-2 Approach Plan and Profile

#### C. STANDARD SPECIFICATIONS

- Ontario Provincial Standard Specifications, copy of Ontario Provincial Standard Specifications can be found on [www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage](http://www.raqsa.mto.gov.on.ca/techpubs/ops.nsf/OPSHomepage)
- Canadian Highway Bridge Design Code
- MTO Structural Manual

#### D. GENERAL CONDITIONS

Ontario Provincial Standard General Conditions of Contract, OPSS MUNI 100, Nov. 2006 (Not Attached)

T-5

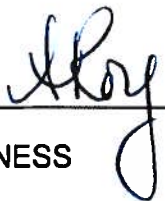
**SIGNED STATEMENT BY THE PROPONENT THAT THE PROPOSAL IS PREPARED  
AND SUBMITTED WITHOUT COLLUSION OR DECEIT**


The Proponent expressly warrants that the prices contained in his Proposal whether as unit prices or lump sums, and whether for transportation or supply of materials or for services, are quoted in utmost good faith on his part, without any collusive arrangement or agreement with any other person, or partnership or corporation.

The Proponent expressly represents that he is not part or privy to any deceit tending to mislead the Owner into accepting his Proposal as a truly competitive proposal whether to the prejudice, injury or benefit of the Owner.

THE DESIGN-BUILDER BY THIS PROPOSAL OFFERS TO COMPLETE THIS WORK IN ACCORDANCE WITH THE TERMS CONTAINED HEREIN.

DATED AT New Liskeard THIS 23rd DAY OF April 2019

  
\_\_\_\_\_  
WITNESS

  
\_\_\_\_\_  
Signature of Authorized Person Signing for Proponent

Britt Herd, Senior Manager - Estimating & Contracts

Name and Position

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

**By-law No. 2019-084**

**Being a by-law to enter into a funding agreement with the  
Temiskaming Shores and Area Rotary Club for the  
Splash Pad Project**

**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. RS-011-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for financial contribution to the Splash Pad project for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a ten (10) year funding agreement with the Rotary Club of Temiskaming Shores and Area for a financial contribution of \$100,000 (\$10,000 annually) towards a Splash Pad project, 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 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule A to

**By-law 2019-084**

Funding Agreement between

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

And the

**Rotary Club of Temiskaming Shores and Area**

For financial contribution to the Splash Pad project

**This agreement** made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

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

and

**Rotary Club of Temiskaming Shores and Area**  
(hereinafter called “the Rotary Club”)

**Whereas** the Rotary Club presented a conceptual splash pad project proposed to be located on the New Lisheard Waterfront within the City of Temiskaming Shores; and

**Whereas** the Rotary Club envisions the opportunity for a flagship project in the community that is family and youth oriented and long lasting; and

**Whereas** the City and the Rotary Club have established a Steering Committee consisting of members from both parties and a Strategic Alliance Agreement with the objective of working together collaboratively to have a Splash Pad designed, tendered and constructed; and

**Whereas** the Rotary Club is committed to assist financially for the completion of the Splash Pad project.

**Now therefore**, the Rotary Club and City agree as follows:

1. That CRCS Recreation has been retained for the design, supply and installation of a splash pad.
2. That the current estimated cost for the complete installation of a Splash Pad Project is \$522,000.
3. That the City has and will continue to seek sources of financial assistance towards the cost of the Splash Pad.
4. That the Rotary Club shall provide funding to the project in the amount of **\$100,000** to be paid over ten (10) years with an annual contribution of **\$10,000** payable prior to May 31 of each calendar year to commence in 2019.

**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 )

**Rotary Club of Temiskaming Shores and Area**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
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. 2019-085**

**Being a by-law to enter into a funding agreement with the  
Temiskaming Foundation Gord and Greyson Zubyck  
Memorial Fund for the Splash Pad Project**

**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. RS-012-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a ten (10) year funding agreement with the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund for their financial contribution towards the Splash Pad project in the amount of \$50,000 (\$5,000 per year) commencing in 2018 for consideration at the May 21, 2019 Regular Council meeting;

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

1. That Council authorizes the entering into a ten (10) year funding agreement with the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund for a financial contribution of \$50,000 (\$5,000 annually) towards a Splash Pad project, 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 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen



Schedule A to

**By-law 2019-085**

Funding Agreement between

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

And the

**Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund**

For financial contribution to the Splash Pad project

**This agreement** made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

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

and

**Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund**  
(hereinafter called "the Rotary Club")

**Whereas** One Foot Forward presented a donation to the City of Temiskaming Shores in the amount of \$5,000 towards the Rotary Splash Pad Project in 2018; and

**Whereas** One Foot Forward has expressed its enthusiasm for the project appreciating that it will provide an opportunity for healthy and active living for children in the community and;

**Whereas** One Foot Forward has committed to assist financially for the completion of the Splash Pad project.

**Now therefore**, One Foot Forward and City agree as follows:

1. That the Temiskaming Foundation Gord and Greyson Zubyck Memorial Fund shall provide funding to the project in the amount of **\$50,000** to be paid over ten (10) years with an annual contribution of **\$5,000** payable prior to May 31<sup>st</sup> of each calendar year to commence in 2018.

**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 )

**Temiskaming Foundation Gord and Greyson  
Zubyck Memorial Fund**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
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. 2019-086**

**Being a by-law to enter into an agreement with the Josee  
and Marc Dupuis for the operation of the Haileybury  
Beach Concessions for the 2019 season**

**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 CS-019-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Josee and Marc Dupuis for the operation of the Haileybury Beach Concessions for the 2019 season for consideration at the May 21, 2019 Regular Council meeting;

**And whereas** the Council of the City of Temiskaming Shores deems it expedient to enter into an agreement for the operation of the Haileybury Beach Concessions;

**Now therefore** the Council of the City of Temiskaming Shores enacts as follows:

1. That the council of The Corporation of the City of Temiskaming Shores agrees to enter into an agreement with Josee and Marc Dupuis for the operation of the Haileybury Beach Concession; a copy of which is attached hereto as Schedule "A" and forms part of this by-law;
2. That the Mayor and the Deputy Clerk are hereby authorized to sign and seal said agreement on behalf of The Corporation of the City of Temiskaming Shores.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantical or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

---

Mayor – Carman Kidd

---

Clerk – David B. Treen

This agreement made in duplicate this 21<sup>st</sup> day of May, 2019.

Between:

**City of Temiskaming Shores**  
(Hereinafter called the "City")

And:

**Josee and Marc Dupuis**  
(Hereinafter called the "Tenant")

**Whereas** the City is the owner of the lands in the City of Temiskaming Shores, in the District of Temiskaming as described herein;

**And whereas** the parties hereto have agreed to enter into this Lease.

### **1. Leased premises**

The City hereby demises and leases to the Tenant part of the City's Building known as the Haileybury Beach Concession containing a rentable area for concession operations in the City of Temiskaming Shores, Ontario being hereinafter called the "premises".

### **2. Term**

**To hold** the premises for a term commencing **June 28<sup>th</sup>, 2019 to August 31, 2019.**

### **3. Rent**

The Tenant shall pay the City One Thousand dollars (\$1,000) plus applicable taxes for the operation of the Haileybury Beach Concession payable on July 1, 2019 (\$500) and August 1, 2019 (\$500).

### **4. Renewal**

The Tenant, upon the satisfaction of the City, shall have the right to renew the agreement under the same conditions and provisions contained herein.

The City reserves the right to seek proposals or renegotiate the conditions and provisions for the lease of the premises if it is felt in the best interest of the City to do so.

### **5. Business Services**

The Tenant, as a minimum, is required to be opened daily from 12 noon to 6 pm (Haileybury Beach). It is understood that inclement weather may prevent the opening of the concession.

## 6. Healthy Eating at Recreation Settings (HERS)

The Operator shall supports the promotion of affordable healthy options at municipal facilities by committing to the Healthy Eating at Receptions Settings (HERS) program as outlined in Appendix 01 attached herein.

## 7. Tenant’s Covenants

- a) **Rent** – to pay rent;
- b) **Insurance** - To provide General Liability Insurance for coverage of all areas under this lease in the joint names of the Tenant and the City of Temiskaming Shores with the limits of not less than (\$2,000,000) **Two million dollars (Canadian)**, inclusive per occurrence for bodily injury, death or damage for property including loss of use thereof, with property deductible of five hundred dollars (\$500). Proof of insurance must be supplied to the City prior to occupying the facilities and thereafter to provide proof of insurance on each anniversary of the date of occupation; and, to provide proof of insurance forthwith upon request by the City at any time.
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the City to enter and view the state of repair and to repair according to notice in writing, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to leave the premises in good repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted;
- d) **Cost of repair where Tenant at fault** - that if the building including the premises, boilers, engines, pipes and other apparatus (or any of them) used for the purpose of heating or air conditioning the building, or if the water pipes, drainage pipes, electric lighting or other equipment of the building or the roof or outside walls of the building get out of repair or become damaged or destroyed through the negligence, carelessness or misuse of the Tenant, his servants, agents, employees or anyone permitted by him to be in the building (or through him or them in any way stopping up or injuring the heating apparatus, water pipes, drainage pipes, or other equipment or part of the building) the expense of any necessary repairs, replacements or alterations shall be paid by the Tenant to the City forthwith on demand;
- e) **Assigning or subletting** - not to assign, sublet or part with possession of any part of the premises without leave of the City, which leave shall not be unreasonably withheld, and which leave shall not be required in the event of a sublease to add any personnel to the group comprising the Tenant or to a management corporation which may be incorporated by the Tenant;
- f) **Entry by City** - to permit the City or its agents to enter upon the premises at any time and from time to time for the purpose of inspecting and making repairs, alterations or improvements to the premises or to the building, and the Tenant shall not be entitled to compensation for any inconvenience, nuisance, or discomfort occasioned thereby; provided that the City shall give reasonable advance notice to



avoid inconvenience to the Tenant, given the private and confidential nature of the profession of the Tenant;

- g) Indemnity** - to indemnify and save harmless the 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, servants, employee or licensee of the Tenant;
- h) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Tenant and obtaining the Tenant's prior written consent (in each instance); such work shall if the Tenant so elects, be performed by employees of or contractors designated by the Tenant; in the absence of such election, such work may be performed with the Tenant's consent in writing (given prior to letting of contract) by contractors engaged by the City but in each case only under written contract approved in writing by the Tenant and subject to all conditions which the Tenant may impose; the City shall submit to the Tenant or the City's contractors (as the case may be), when due the costs of all such work and of all materials, labour and services involved therein and of all decoration and all changes in the building, its equipment or services, necessitated thereby; provided, that it is at this time understood by the Tenant that certain equipment is to be installed and to be placed at convenient places as designated by the City;
- i) 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 a Concession Stand.

## 8. City's Covenants

The City covenants with the Tenant;

- a) Quiet enjoyment** - for the quiet enjoyment;
- b) Taxes** - to pay all taxes and rates, municipal, parliamentary or otherwise, levied against the premises or the Tenant on account thereof;
- c) Electricity and water** - to pay for the electricity and water supplied to the premises;
- d) Refuse Collection** – The City **shall not** provide any additional refuse or recycling receptacles or collection specific to this operation;
- e) Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise.

## 9. Provisos

Provided always and it is hereby agreed as follows:

- a) Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt. The City may at its option terminate this lease on giving written notice to the Tenant.

- b) **Damage to property** - The Tenant shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the City or to the employees of the City or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Tenant or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other City;
- c) **Right of termination by the City** - The lease may be terminated for any valid operational reason;
- d) **Right of termination by the Tenant** - the Tenant, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the City is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the City, and the City may re-enter and take possession of the premises;

## 10. Effect of Lease

This lease and everything herein contained, shall extend to and bind and may be taken advantage of by the heirs, executors, administrators, successors and assigns, as the case may be, of each (and every) of the parties hereto, and where there is more than one Landlord or there is a female party or a corporation, the provisions hereof shall be read with all grammatical changes thereby rendered necessary and all covenants shall be deemed joint and several.

## 11. Headings

The headings in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any provisions hereof.

**Remainder of this page left blank intentionally**

Signed and Sealed in )  
the presence of )

**Josee and Mac Dupuis**

\_\_\_\_\_  
Owner/Operator – Josee Dupuis

\_\_\_\_\_  
Owner/Operator – Marc Dupuis

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

## Healthy Eating at Recreation Settings

The City of Temiskaming Shores supports the promotion of affordable healthy options at municipal facilities, the Concession Operator is required to commit to the following:

- Fruit smoothies and fresh fruit are mandatory menu items and must be available at all times when the concessions are open. The Haileybury beach concession must also have at least 1 healthy grilled sandwich available at all times, and the other 2 concessions must have at least 1 grilled sandwich available on tournament weekends.
- Commit to have bottled water available at all times and consider option of 100% fruit juice in smaller bottles, as well as milk.
- Fruit smoothies and healthy grilled sandwiches must be prepared following the recipes provided/approved by the Timiskaming Health Unit Registered (THU) Dietitians. Preparing fruit smoothies with fruit juice and/or flavored syrup is not permitted.
- If Vending Machines are included in the lease agreement the Concession Operators must commit to include at least 20% (1 healthy option for every 4 other options available) of healthy items in the vending machines. A list of healthy options from the THU will be provided. If in doubt about what other healthy options can be included in the vending machines please contact the Registered Dietitians at the Timiskaming Health Unit.
- Prices for healthy options to be the same or lower than the prices for similar menu options.
- Freggie Fuel branded materials must be used by concession operators to promote the healthy options available at all times. This includes: a posted menu board for healthy choices, a sandwich menu board, a large Freggie cut-out and Freggie Fuel stickers for both smoothie cups and fresh fruit pieces. If in need for more materials (such as stickers) contact the Timiskaming Health Unit. The Proponent to include other branded materials suggested and provided by the City of Temiskaming Shores.
- The City of Temiskaming Shores may plan and implement ongoing promotional initiatives to encourage patrons’ consumption/purchase of the healthy options available. These initiatives will be at no-cost to the operators.
- Additional healthy items – Adding other healthy options to the menu is encouraged by the City of Temiskaming Shores. Those healthy items must follow these general healthy eating guidelines: high in vitamins & minerals, whole grains and fiber **and** low in sodium, added sugars, trans and saturated fat. Any new proposed healthy items to be submitted to the Timiskaming Health Unit for approval.
- Concession operators are required to keep track of the sales for the healthy options and provide the City of Temiskaming Shores with this information on a monthly basis for the 2018-2019 season. A tracking sheet will be provided.
- The City of Temiskaming Shores reserves the right to modify the HERS requirement.

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

**By-law No. 2019-087**

**Being a by-law to enact a Zoning by-law Amendment to rezone property from Highway Commercial (C2) to High Density Residential in the City of Temiskaming Shores Zoning By-law 2017-154 Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 3 and 4; RP 54R-6084 Parts 1 to 6 Roll No. 5418-020-002-069.10**

**Whereas** pursuant to the provisions of Section 34 of the Planning Act, R.S.O. 1990 c.P. 13, as amended, the Council of a Municipality may enact by-laws to authorize the use of land, buildings or structures for any purpose set out therein that is otherwise prohibited;

**And whereas** By-law No. 2017-154 regulates the use of land and the use and erection of buildings and structures within the City of Temiskaming Shores;

**And whereas** Council considered Administrative Report No. CS-022-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend the City of Temiskaming Shores Zoning By-law No. 2017-154 to change the zoning on the property from Highway Commercial (C2) to High Density Residential for consideration at the May 21, 2019 Regular Council meeting;

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

**1. Schedule Changes**

- a) Schedule "D3" of By-law No. 2017-154 is hereby amended by rezoning Dymond Concession 3, North Part of Lot 9; RP 54R-6021 Parts 3 and 4; RP 54R-6084 Parts 1 to 6, as shown on Schedule "1" to this By-law, from the Highway Commercial (C2) Zone to the High Density Residential Zone.
2. That all other provisions of By-law No. 2017-154 shall continue to apply.
3. That the passing of this by-law shall be subject to the provisions of the *Planning Act*.
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 21<sup>st</sup> day of May, 2019.

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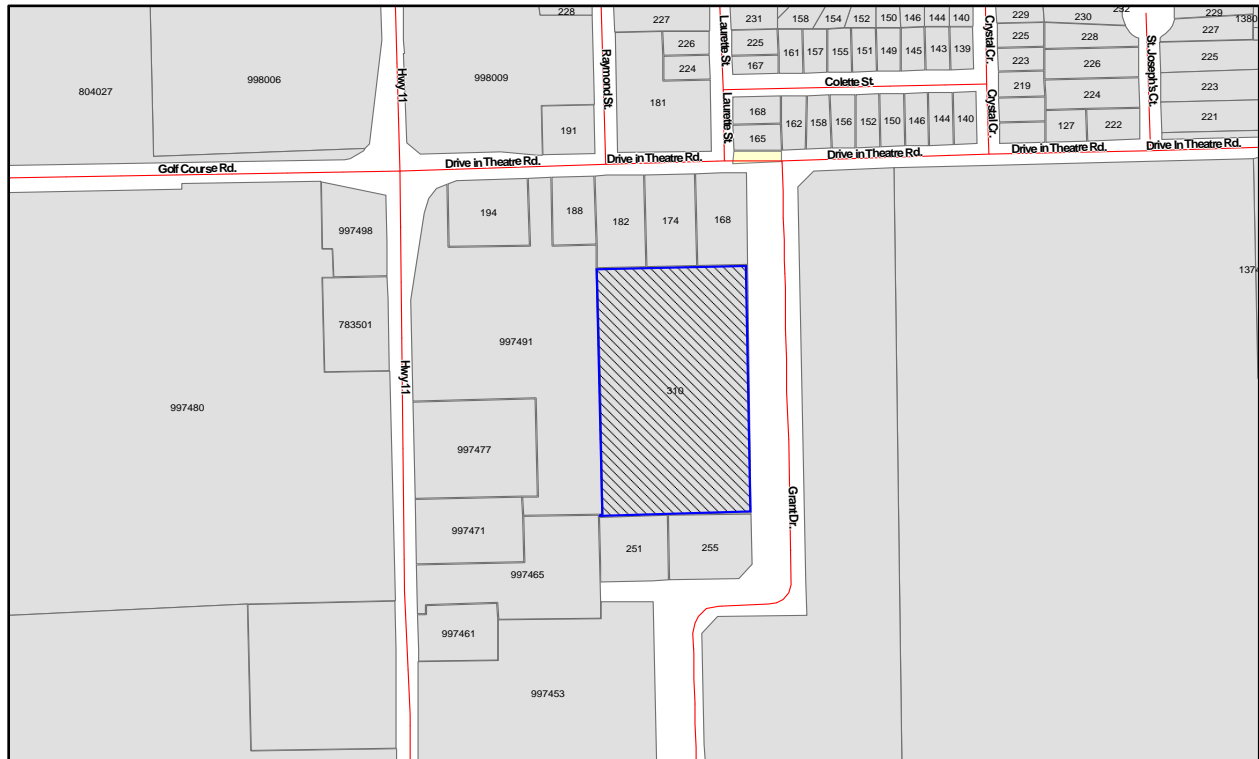
Mayor – Carman Kidd

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Clerk – David B. Treen

# Schedule "1" to By-law 2019-087

## City of Temiskaming Shores



Rezoned from Highway Commercial (C2) to High Density Residential (R4)

**The Corporation of the City of Temiskaming Shores**  
**By-law No. 2019-088**

**Being a by-law to enter into an agreement with Alex  
Welch Logging to permit the Removal of Trees in and  
around the Dymond Industrial Park**

**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-021-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into an agreement with Alex Welch Logging to permit the Removal of Trees in and around the Dymond Industrial Park for consideration at the May 21, 2019 Regular Council meeting;

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

1. That the Mayor and Clerk be authorized to execute an agreement with Alex Welch Logging for the removal of trees in and around the Dymond Industrial Park, a copy of which is attached hereto 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 21<sup>st</sup>, day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen



Schedule "A" to

## **By-law No. 2019-088**

Agreement between

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

and

**Alex Welch Logging**

for the Removal of Trees in and around the Dymond  
Industrial Park

**This agreement**, made this 21<sup>st</sup> day of May, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
(Hereinafter referred to as the "the City")

And:

**Alex Welch Logging**  
(Hereinafter referred to as "the Contractor")

**Whereas** the City is desirous to have trees removed from lots in and around the Dymond Industrial Park by a qualified Logging Contractor;

**And whereas** the Contractor is willing to remove the trees in accordance with this agreement with no monetary cost to the City on the municipally owned lands in and around the Dymond Industrial Park as Illustrated on Appendix 01 – the lands, attached hereto and forming part of this agreement;

**Now therefore**, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. The Contractor shall have the right to access the municipally owned lands for the purposes of removing all trees with a diameter of 5" or greater.
2. The Contractor shall ensure that those trees with a diameter of less than 5" remain standing on the lands.
3. All slash piles will be left in neat piles on site.
4. Cut trees shall be piled neatly on site and hauled off site subsequent to half load season.
5. The Contractor shall complete this work between June 1<sup>st</sup>, 2019 and August 30<sup>th</sup>, 2019.
6. The Contractor shall confirm and comply with any and all setback requirements imposed by Union Gas with respect to the High Pressure Gas main located within the Lands.
7. The Contractor shall confirm and comply with any and all setback requirements imposed by the Ministry of Transportation with respect to tree buffers along Highway 11 abutting the Lands.
8. Upon completion of the work the Contractor shall ensure that all properties are left in a clean manner to the satisfaction of the City.
9. The Contractor shall have a valid Workplace Safety and Insurance Board (WSIB)

clearance certificate.

10. The Contractor shall provide proof of general liability insurance having limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property and including the City as an additional insured and containing a cross liability clause.
11. The Contractor shall be responsible for the repair to City property (i.e. access roads and ditches) damaged through this operation to the satisfaction of the City.
12. The Contractor shall provide a deposit in the amount of \$10,000 through a letter of credit or cheque which will be held in trust by the City to complete any unfinished works required to be completed by the Contractor.
13. Upon completion of the work the City will issue a Release Form subsequent to a site visit.

**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 )

**Alex Welch Logging**

\_\_\_\_\_  
Owner/Operator – Alex Welch

\_\_\_\_\_  
Witness  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

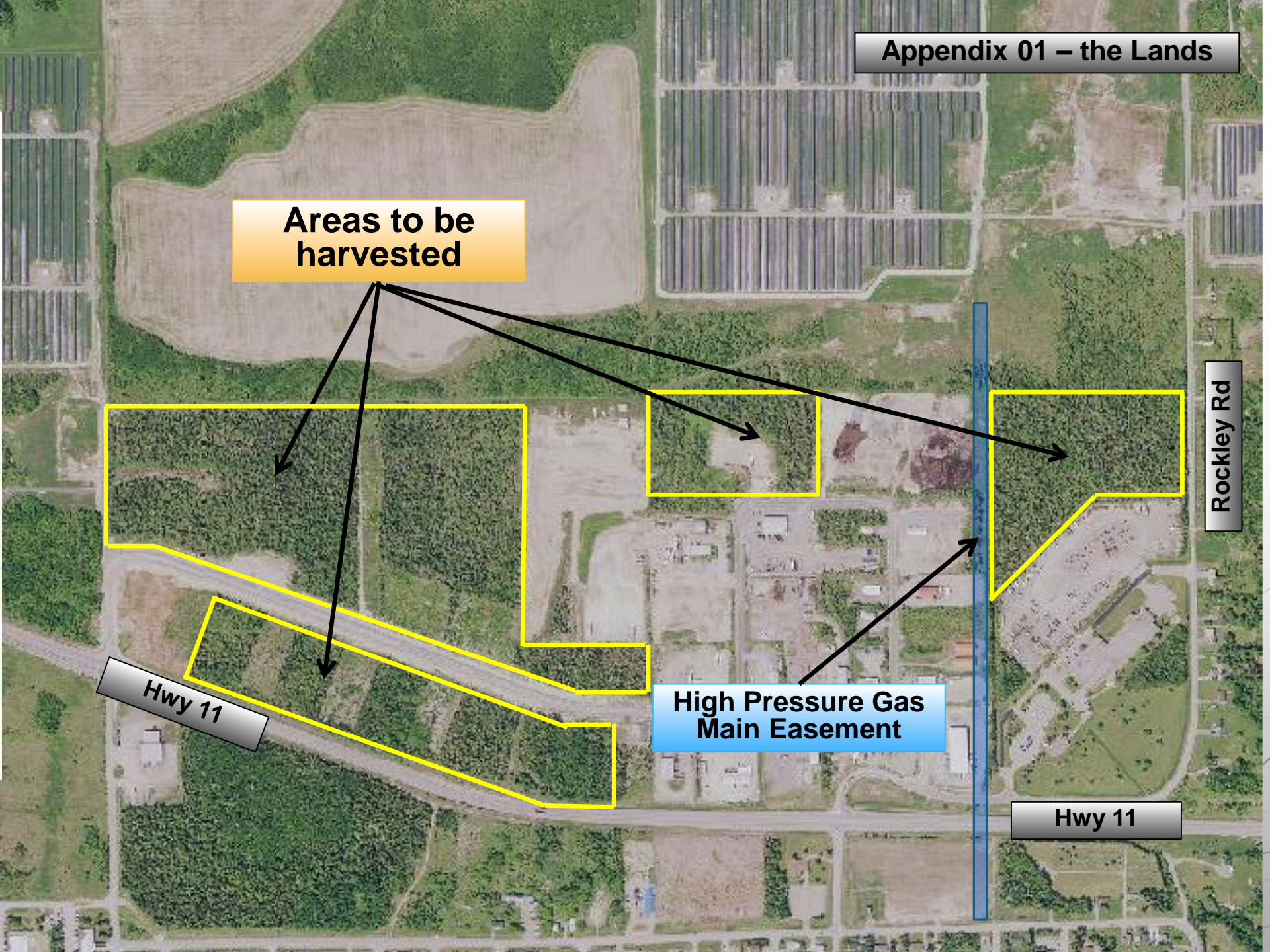
Areas to be harvested

High Pressure Gas Main Easement

Hwy 11

Hwy 11

Rockley Rd



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

**By-law No. 2019-089**

**Being a by-law to execute an Agreement between the City of  
Temiskaming Shores and Ms. Roxanne St. Germain o/a  
Temiskaming Area Animal Services for the provision of Animal  
Control and Pound Services**

**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-022-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a three (3) year agreement with Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services for Animal Control and Pound Services in the amount of \$71,500 annually plus applicable taxes for consideration at the May 21, 2019 Regular Council meeting;

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

1. That the Corporation of the City of Temiskaming Shores enters into an agreement with Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services for the provision of Animal Control and Pound Services, a copy attached hereto as Schedule "A" forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to sign and seal the said agreement on behalf of the Corporation.
3. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

---

Deputy Mayor – Doug Jelly

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Clerk – David B. Treen

**This agreement** made in triplicate this 21<sup>st</sup> day of April, 2019.

Between:

**The Corporation of the City of Temiskaming Shores**  
herein after referred to as the "City"

And:

**Ms. Roxanne St. Germain o/a Temiskaming Area Animal Services**  
herein after referred to as the "Contractor"

**Whereas** the City deems it desirable to enter into an Agreement for Animal Control and Pound Services as herein set forth;

**Now therefore** in consideration of the mutual covenants herein expressed the parties hereto covenant and agree as follows:

### **1.0 Term**

- 1.1 This Agreement shall remain in effect for a three (3) year term commencing on July 1, 2019 and terminating on June 30, 2022.
- 1.2 At the termination date of this agreement, the agreement will continue on a monthly basis at the current rate until a new agreement is signed or until cancelled on thirty (30) days notice by either party. The City shall not be liable for costs or damages of any kind caused to the contractor by such cancellation.

### **2.0 Renewal**

- 2.1 The Parties shall have the right, if not otherwise in default, of renewing the agreement for a period of two (2) years. The terms and conditions shall be negotiated at signing. The Contractor shall be required to give written notice of her intention to renew the lease on or before the 1<sup>st</sup> day of May prior to the commencement of the renewal term.

### **3.0 Creation and Nature of Relationship**

- 3.1 The City will appoint the Contractor as a License Agent and Registrar to act on the City's behalf for dog and cat tags in accordance with the provisions of the Animal Control By-law.
- 3.2 The City will appoint the Contractor and his designated Animal Control Officers as Municipal Law Enforcement Officers.



- 3.3 This Agreement is an Agreement for services to be rendered to the City as an independent Contractor, and the parties have not created and do not intend to create by this Agreement or any subsequent renewals or extension thereof, a joint venture, partnership or employee relation between them.
- 3.4 The Contractor will provide the Contractor’s services to the City of Temiskaming Shores as an independent contractor and not as an employee.

Accordingly:

- The Contractor agrees that the City shall have no liability or responsibility for the withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by the City to the Contractor or amounts paid by the Contractor to its employees or contractors. The Contractor agrees to indemnify the City from any and all claims in respect to the Company’s failure to withhold and/or remit any taxes, employment insurance premiums or Canada Pension Plan contributions.
- The Contractor agrees that as an independent contractor, the Contractor will not be qualified to participate in or to receive any employee benefits that the city may extend to its employees.
- The Contractor is free to provide services to other clients so long as there is no interference with the Contractor’s contractual obligations to the City.
- The Contractor has no authority to and will not exercise or hold itself out as having any authority to enter into or conclude any contract or to undertake any commitment or obligation for, in the name of or on behalf of the City.

## **4.0 Services Provided**

### **4.1 Pound Services**

- 4.1.1 As Poundkeeper, the Contractor shall provide a certified (inspected) pound pursuant to the Animals for Research Act R.S.O. 1990 c. A.22 as amended from time to time. This Pound shall be in full operation in accordance with the design provided as part of the Request for Proposal CS-RFP-001-2019 by January 1, 2020. This Pound shall serve as the municipal pound for receiving and caring for animals, and for the burial, euthanizing or cremation of dead animals. The Contractor shall also provide at his or her own expense all labour, vehicles, tools, equipment, etc. for the performance of such work.
- 4.1.2 The Contractor agrees to provide pound services at the location described below, and on those days and times as set out below:

**Location of Pound:**

55 Regina Street

New Liskeard, Ontario

**Normal Hours of Operation – Pound Services**

<b>Days</b>	<b>Minimum Requirements</b>
Monday to Friday	8:00 a.m. to 4:30 p.m. by appointment.
Saturday	8:00 a.m. to 4:30 p.m. by appointment.
Sunday	<b>Closed</b>
Statutory Holidays	<b>Closed</b>

- 4.1.3 The Contractor shall carry out the duties of Poundkeeper and operate the Pound in accordance with the provisions of the City’s Animal Control By-law; The Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.
- 4.1.4 The Pound is to be capable of housing a minimum of five (5) dogs and five (5) cats.
- 4.1.5 Care and cleanliness within the Pound shall comply with the standards prescribed by the Animals for Research Act and shall be inspected by the Ontario Ministry of Agriculture and Food, Animal Industry Branch Inspectors. Copies of all Animal Industry Branch Inspector reports carried out during this Agreement shall be forwarded to the City within 7 days of the Inspection.
- 4.1.6 The Contractor shall maintain a complete record of all Pound Services as stipulated under the Animals for Research Act – Regulation No. 23, Pounds, and, submit a Monthly Pound Services Report to the City by the 15<sup>th</sup> day of the next month.
- 4.1.7 The Contractor may put up for adoption any animal in the Contractors care after expiration of the redemption period. In such a case, the Contractor shall be responsible for the cost or care of the animal from the date of impound.
- 4.1.8 In the event a dog or cat is adopted by a resident of the City of Temiskaming Shores then the Contractor agrees to sell a license to the new owner pursuant to the Animal Control By-law and to record the name, address, telephone number and impound number.
- 4.1.9 The Contractor may arrange for euthanasia and dispose of impounded animals that have not been claimed, in accordance with the Animal Control By-law and The Animals for Research Act.

- 4.1.10 The Contractor will assist the City in providing a program of humane services for the residents of the City of Temiskaming Shores by receiving, accepting and euthanizing any animal released to the City for euthanasia purposes.
- 4.1.11 The Contractor agrees to provide for the legal disposal of animals.
- 4.1.12 In the event a dead animal cannot be buried or otherwise disposed of immediately, freezing is permitted in an approved freezing appliance. Frozen cadavers shall be maintained at a constant temperature not higher than -5 degrees Celsius.
- 4.1.13 The Contractor shall be responsible for the care, feeding, impounding and quarantining of all animals placed in its care and for the payment of supplies, materials and equipment for the provision of such care and feeding.

4.2 **Animal Control Services**

- 4.2.1 **Normal Hours of Operation:** The Contractor shall provide a minimum of one (1) Animal Control Officer on duty with vehicle and equipment as required, on those days and times as set out below:

**Normal Hours of Operation – Animal Control Services**

<b>Days</b>	<b>Minimum Requirements</b>
Monday to Friday	8:00 a.m. to 4:30 p.m.
Saturday	8:00 a.m. to 4:30 p.m.
Sunday	<b>Closed</b>
Statutory Holidays	<b>Closed</b>

- 4.2.2 **After Hours Service:** The Contractor agrees to provide the following services to the City at such times of the day outside of the normal hours of operation:
  - a) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, with respect to injured dogs and/or cats that require emergency treatment;
  - b) Respond to calls within the geographic boundaries of the City of Temiskaming Shores, involving vicious dog or vicious cat at large complaints;
  - c) Respond to requests for assistance from the City’s By-law Enforcement Officer or the Ontario Provincial Police;

- d) The supply of an Animal Control Officer, vehicle and equipment as may be required to respond to any such calls as noted above.
- 4.2.3 **Issue Provincial Offence Notices** to those persons who have violated the Animal Control By-law.
- 4.2.4 **Appear in Provincial Court** to give evidence regarding infractions of the Animal Control By-law or any associated provincial legislation
- 4.2.5 **Deal with complaints** from the public in connection with dogs or cats being permitted to run at large.
- 4.2.6 **Deal with complaints** from the public in connection with dogs or cats making unnecessary noise.
- 4.2.7 **Co-operate with other enforcement agencies**, as directed, in dealing with domestic animals.
- 4.2.8 **Aid to injured animals** found on public property, administer euthanasia if necessary.
- 4.2.9 **Maintain a complete record of all Animal Control Services**, including but not limited to the Monthly Animal Control Activity Report and the Monthly Occurrence Report to be submitted to the City on or before the 15<sup>th</sup> day of the next month.
- 4.2.10 **Provide additional records** and/or reports as required from time to time by the City.
- 4.2.11 **Provide patrols** for a minimum of 10 hours per week and complete a Monthly Record of Patrols to be submitted to the City on or before the 15<sup>th</sup> day of the next month. Patrols may be at the discretion of the City.
- 4.2.12 **Pro-actively sell dog and cat tags** in accordance with the City’s Animal Control By-law and remit tag fees to the City each month on or before the 15<sup>th</sup> day. Act as the Registrar for dog and cat tags and submit the Register to the City on or before the 15<sup>th</sup> day of each month. Method of sale may include but are not limited to appointing Licence Agents, door-to-door sales, public service announcements, mailouts, website, kiosks, etc.
- 4.2.13 **Maintain a webpage** on the City’s website which may include hours of operation for Animal Control and Pound Services, FAQs, Contact information, Fees, Fines and POA process.
- 4.2.14 The Contractor shall carry out the duties of Animal Control Officer in accordance with the provisions of the City’s Animal Control By-law; The

Animals for Research Act; The Dog Owners Liability Act; Protection of Livestock and Poultry from Dogs Act; The Livestock, Poultry and Honey Bee Protection Act; The Pounds Act; The Provincial Offences Act; The Municipal Act, as well as any regulations passed thereunder.

## **5.0 Staffing**

### **5.1 Required Information**

- 5.1.1 Animal Control Officer(s) shall, at the start of the contract, and any renewal thereof, be required to provide a Police Records Search Certificate Intended for the Vulnerable Sector for all appointed officers.
- 5.1.2 Animal Control Officer(s) shall provide proof of completion of Accessible Customer Service Training within 30 days of the start of the contract.

### **5.2 Minimum Qualifications**

- 5.2.1 Knowledge of and ability to enforce the City’s Animal Control By-law as well as all associated municipal policies, procedures and directives as amended from time to time.
- 5.2.2 An understanding and ability to apply all related provincial legislation, including but not limited to, The Animals for Research Act, The Dog Owners Liability Act, The Livestock, Poultry and Honey Bee Protection Act, The Protection of Livestock and Poultry from Dogs Act, The Municipal Act, The Pounds Act, The Provincial Offences Act, and as well as any regulations passed thereunder and amended from time to time.
- 5.2.3 An understanding and familiarity of Court proceedings, knowledge of, and demonstrated ability to apply applicable Parts of the Provincial Offences Act.
- 5.2.4 Acquired investigative skills in the areas of identifying, collecting and preserving evidence, including, but not limited to, conducting interviews, making notes and presenting evidence at court proceedings.
- 5.2.5 Knowledge, appreciation and ability to appropriately use the privileges conferred in the role of Provincial Offences Officer.
- 5.2.6 Demonstrated ability to distinguish between the various breeds of dogs and cats.
- 5.2.7 Must be physically capable of performing duties of Animal Control Officer.

## **6.0 Uniforms**

- 6.1 Animal Control Officer(s) will be required to wear uniforms while in performance of their duties, the cost of which is included in the contract.
- 6.2 Uniforms shall be maintained in an appropriate manner.
- 6.3 Uniforms shall identify the Officer as an Animal Control Officer.

## **7.0 Minimum Vehicle Requirements**

- 7.1 The Contractor shall supply a minimum of one (1) Animal Control vehicle that contains the necessary equipment to ensure proper animal control.
- 7.2 All vehicles will contain communication equipment.
- 7.3 All vehicles will be identified on the exterior as Animal Control Vehicles.

## **8.0 Reporting**

- 8.1 The Contractor shall report to the staff person designated by the City Manager to oversee the Animal Control and Pound Services Contract.
- 8.2 All documentation required by this Agreement shall be submitted in accordance with the required timelines set out in the Agreement.
- 8.3 The City shall evaluate the contract performance on an annual basis.

## **9.0 Accounting Procedures**

- 9.1 The Contractor shall remit to the City all fees collected for the sale of dog and cat tags on or before the 15<sup>th</sup> day of each month.
- 9.2 The City shall pay the contractor the monthly contract amount on the last business day of each month.
- 9.3 The Contractor is entitled to retain Impoundment, Daily Boarding, Humane Services/Adoption, Euthanized Services, and Disposal of Non-impounded Animal fees as outlined in the Animal Control By-law.
- 9.4 The Contractor agrees that the City shall have access to all books and records maintained in its capacity as License Agent and Registrar for the City and all books, records, papers and things required to be maintained under the terms and conditions of the Agreement. Such access shall be at all reasonable times by either the City's employees or its authorized agents or both. All expenses in connection with such examination shall be borne by the City.

## **10.0 Workplace Safety Insurance Board**

- 10.1 The Contractor agrees to submit to the City, a Clearance Certificate from the Workplace Safety and Insurance Board (WSIB) of Ontario every 60 days; or written confirmation from the Workplace Safety Insurance Board that the Contractor and employees are not subject to Workplace Safety Insurance.
- 10.2 Workplace Safety Insurance Act coverage, assessments or reports are the exclusive responsibility of the Contractor. If in default under the Act or Regulations, the City may withhold payment in an amount sufficient to cover such default or cancel the contract.

## **11.0 Supervision**

- 11.1 The Contractor shall advise the City in writing the name of the person that the Contractor designates as being the person in charge who is responsible for directing and supervising work and operations under the Agreement.
- 11.2 The Contractor shall advise the City in writing the name of the person who the Contractor designates as an alternate who is responsible for directing and supervising work and operations in the absence of the person in charge. All orders or instructions given to the person in charge or the alternate by the City shall be as binding on the Contractor as though given to him in person.

## **12.0 Insurance**

- 12.1 The Contractor agrees to maintain during the term of this agreement Vehicle Liability Insurance and Contractor’s Liability Insurance, naming the City as co-insured, in the following amounts:
  - a) Vehicle Liability Insurance: \$2 million
  - b) Contractor’s Liability Insurance: \$ 2 million
- 12.2 The Contractor shall annually, within 7 days of the insurance renewal date, submit to the City a Certificate of Insurance together with an Undertaking from the insurance company that such insurance will not be cancelled or reduced in coverage without thirty (30) days prior written notice to the City.
- 12.3 Should the City be of the opinion that the insurance taken out by the Contractor is inadequate in any respect for any reason whatsoever, the Contractor shall forthwith take out additional insurance satisfactory to the City.

## **13.0 Indemnification and Save Harmless**

The Contractor hereby covenants at all times to indemnify and save harmless the City

against all claims and demands which may be brought against or made upon the Contractor and against all loss, liabilities, judgments, costs, demand or expenses, including legal costs, which the City may suffer resulting from or incidental to the services contracted subject to this Agreement or from any act or omission to act on the part of the Contractor, its servants, agents, employees, contractors, sub-contractors, owners, operators or any of them during the currency of this Agreement.

#### **14.0 Safety Measures**

- 14.1 If at any time the methods or equipment used by the Contractor are found to be unsafe or inadequate for securing the safety of persons who may be endangered, the City may order the Contractor to do whatever is necessary to eliminate the hazard.
- 14.2 The Contractor shall immediately report to the City any incident in which it is involved concerning injury or damage to the person or property of others and provide all information available.
- 14.3 The Contractor shall adhere to the Occupational Health and Safety Act and all other applicable statutes.

#### **15.0 General**

- 15.1 The records of the Contractor containing the information referred to in this Agreement, equipment and other appurtenances used in fulfilling the Agreement, shall be open at all reasonable times for inspection by the City.
- 15.2 The Contractor may perform Animal Control and Pound Services for others. Such services shall not affect the level of service being provided by the Contractor to the City in accordance with the terms of this Agreement, nor reduce the efficiency and quality of service provided to the City.
- 15.3 This Agreement is for Animal Control and Pound Services only and does not include any Veterinary Services. The Contractor acknowledges and agrees that it shall not provide Veterinary Services to any animal brought to it pursuant to this Agreement. All required Veterinary Services shall be provided by a Veterinarian. The City shall not have any direct or indirect involvement with care provided by a Veterinarian.

#### **16.0 Notice**

- 16.1 Notices required to be given to the City under this agreement shall be sent by prepaid registered mail addressed to:

**The City of Temiskaming Shores at P.O. Box 2050, 325 Farr Drive,  
Haileybury, Ontario P0J 1K0, to the attention of the Clerk and any such**



notice shall be deemed to have been received by the City on the fifth day after the day of mailing.

- 16.2 Notices required to be given to the Contractor under this agreement shall be sent by prepaid registered mail addressed to:

**Temiskaming Area Animal Services, 55 Regina St. North, New Liskeard, ON P0J 1P0**, to the attention of Ms. Roxanne St. Germain and any such notice shall be deemed to have been received by the Contractor on the fifth day after the day of mailing.

### **17.0 Non-Assignability**

Neither this Agreement nor any interest of either of the parties (including any interest in monies belonging to or which may accrue to either party) may be assigned, pledged, transferred, mortgaged or hypothecated.

### **18.0 Non-Waiver**

No covenant or condition of this Agreement can be waived except by written consent of both parties.

### **19.0 Entire Agreement**

- 19.1 This Agreement shall constitute the entire Agreement between the City and the Contractor, and it shall not be amended, altered or changed except by written agreement.
- 19.2 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall be deemed to be an original, but such counterparts together shall constitute but one and the same instrument.
- 19.3 The Contractor will execute work in accordance with the provisions of this Agreement.

### **20.0 Binding Effect**

This Agreement, including all covenants and conditions, shall extend to, be binding upon and enure to the benefit of each and all the successors and assigns of the respective parties hereto and wherever the singular or masculine is used in the Agreement, it shall be construed as if the plural and the feminine or the neuter, as the case may be, had been used where the context or the party or parties hereto so required and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

## **21.0 Payment**

21.1 The City agrees to pay to the Contractor for services provided in accordance with the following:

a) July 1, 2019 to June 30, 2022 - \$5,958.33 plus HST per month

21.2 Payments will be by cheque or electronic transfer payment made payable to the Contractor issued in the normal course of business by the City's Treasurer on the last business of each month.

## **22.0 Interpretation**

This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

## **23.0 Titles**

The Titles to the paragraphs of this Agreement are solely for the convenience of the parties hereto, and is not an aid in the interpretation of this instrument.

## **24.0 Freedom of Information**

The Contractor consents to the release to the public of this Agreement and all associated documents in accordance with the Municipal Freedom of Information and Protection of Privacy Act.

**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 )

**Temiskaming Area Animal Services**

\_\_\_\_\_  
Owner – Ms. Roxanne St. Germain

\_\_\_\_\_  
Witness - Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Deputy Mayor – Doug Jelly

\_\_\_\_\_  
Clerk – David B. Treen

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

**By-law No. 2019-090**

**Being a by-law to authorize the execution of a Tax Arrears extension agreement pursuant to Section 378 of the Municipal Act, 2001 (Rollie Rita Allaire and Sheldon Reginald Wright) TAC 2018-03, Roll No. 54-18-030-009-27400**

**Whereas** The Corporation of the City of Temiskaming Shores registered on the 3<sup>rd</sup> day of August, 2017, a tax arrears certificate against the land described in Schedule “A” attached hereto and forming part of this by-law;

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgage or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**And whereas** the statutory period within which such a By-law may be enacted has not elapsed;

**And whereas** Council considered Administrative Report No. CS-020-2019 at the May 21, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to authorize entering into a Tax Arrears Certificate (TAC) Extension Agreement for consideration at the May 21, 2019 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Rollie Rita Allaire and Sheldon Reginald Wright, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule “A” to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule “B” attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule “B”, a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

### Description of Land

PARCEL 22748 SEC SST; LT 67 W/S CROSS LAKE RD PL M67NB BUCKE THE E  
LIMIT OF SAID LT CONFIRMED BY BA214 AS IN D61; TEMISKAMING SHORES;  
DISTRICT OF TIMISKAMING  
PCL 12050 SEC ST LT 65 W/S CROSS LAKE RD PL M67NB BUCKE SRO;  
TEMISKAMING SHORES; DISTRICT OF TIMISKAMING

### Extension Agreement

**This Agreement** made in duplicate the 21<sup>st</sup> day of May, 2019;

Between:

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

And:

**Rollie Rita Allaire and Sheldon Reginald Wright**  
(hereinafter called the "Owner(s)/Spouse/Mortgagee/Tenant")

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores; and

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant's land is in arrears of taxes on the 31<sup>st</sup> day of December, 2017 in the amount of \$4,998.79 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 3<sup>rd</sup> day August, 2018 in respect of the Owner(s)/Spouse/Mortgagee/Tenant's land. (Instrument number DT64193, (TAC 2018-03); and

**Whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid; and

**Whereas** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**Now therefore this agreement witnesseth** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at May 21, 2019, penalty and interest

- charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Schedule “B” attached hereto.
  3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s)/Spouse/Mortgagee/Tenant is not in default hereunder.
  4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
  5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
  6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s)/ Spouse/ Mortgagee/Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
  7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
  8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
  9. Any notice required to be given to the Owner(s)/Spouse/Mortgagee/Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 186  
North Cobalt, Ontario  
P0J 1R0

**In witness, whereof** the Owner has hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

Signed and Sealed in )  
the presence of )

**R. Allaire & S. Wright**

\_\_\_\_\_  
Rollie Rita Allaire

\_\_\_\_\_  
Sheldon Reginald Wright

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen



**Payments required under Extension Agreement**

June 2019	\$600	(\$400 arrears, \$200 current taxes)
July 2019	\$600	(\$400 arrears, \$200 current taxes)
August 2019	\$600	(\$400 arrears, \$200 current taxes)
September 2019	\$600	(\$400 arrears, \$200 current taxes)
October 2019	\$600	(\$400 arrears, \$200 current taxes)
November 2019	\$600	(\$400 arrears, \$200 current taxes)
December 2019	\$600	(\$400 arrears, \$200 current taxes)
January 2020	\$600	(\$400 arrears, \$200 current taxes)
February 2020	\$600	(\$400 arrears, \$200 current taxes)
March 2020	\$600	(\$400 arrears, \$200 current taxes)
April 2020	\$600	(\$400 arrears, \$200 current taxes)
May 2020	\$600	(\$400 arrears, \$200 current taxes)
June 2020	\$600	(\$400 arrears, \$200 current taxes)
July 2020	\$600	(\$400 arrears, \$200 current taxes)
August 2020	\$600	(\$400 arrears, \$200 current taxes)
September 2020	\$600	(\$400 arrears, \$200 current taxes)
October 2020	\$600	(\$400 arrears, \$200 current taxes)
November 2020	\$600	(\$400 arrears, \$200 current taxes)
December 2020	\$600	(\$400 arrears, \$200 current taxes)
January 2021	\$600	(\$400 arrears, \$200 current taxes)
February 2021	\$600	(\$400 arrears, \$200 current taxes)
March 2021	\$600	(\$400 arrears, \$200 current taxes)
April 2021	\$600	(\$400 arrears, \$200 current taxes)
May 2021	\$600	(\$400 arrears, \$200 current taxes)

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

**By-law No. 2019-091**

**Being a by-law to Authorize the Execution of a Tax Arrears Extension Agreement pursuant to Section 378 of the Municipal Act, 2001 - (Rollie Rita Allaire and Sheldon Reginald Wright) TAC 2018-04, ROLL # 5418-030-009-33700**

**Whereas** The Corporation of the City of Temiskaming Shores registered on the 3rd day of August, 2017, a tax arrears certificate against the land described in Schedule “A” attached hereto and forming part of this by-law;

**And whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by by-law authorize an agreement with the owners of the land, the spouse of the owner, a mortgage or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid;

**And whereas** the statutory period within which such a By-law may be enacted has not elapsed;

**And whereas** Council considered Administrative Report No. CS-020-2019 at the May 21<sup>st</sup>, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to authorize entering into a Tax Arrears Certificate (TAC) Extension Agreement for consideration at the May 21, 2019 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 an agreement be entered into by The Corporation of the City of Temiskaming Shores with Rollie Rita Allaire and Sheldon Reginald Wright, the Owner(s)/Spouse/Mortgagee/Tenant of the land described in Schedule “A” to extend the time period in which the cancellation price payable on this land is to be paid on the terms and generally in the form of Schedule “B” attached and forming part of this by-law;
2. That the agreement be in substantially the same form and contain the same terms and conditions as set out in Schedule “B”, a copy of which is attached hereto.
3. That the Mayor and Clerk be and are hereby authorized and directed to enter into the agreement on behalf of the Corporation;
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.
5. That this By-law shall come into force and take effect upon the final passing thereof.

**Read a first, second and third time and finally passed** this 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen

**Description of Land**

PARCEL 13054 SEC SST; LT 413 S/S LAKE VIEW AV PL M52NB BUCKE SRO; LT 415 S/S LAKE VIEW AV PL M52NB BUCKE SRO; TEMISKAMING SHORES, DISTRICT OF TIMISKAMING

## **Extension Agreement**

**This agreement** made in duplicate the 21<sup>st</sup> day of May, 2019;

Between:

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

And:

**Rollie Rita Allaire and Sheldon Reginald Wright**  
(hereinafter called the “Owner(s)/Spouse/Mortgagee/Tenant”)

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant is the owner of the land in the City of Temiskaming Shores; and

**Whereas** the Owner(s)/Spouse/Mortgagee/Tenant’s land is in arrears of taxes on the 31<sup>st</sup> day of December, 2017 in the amount of \$5,036.45 and a tax arrears certificate was registered in the Land Registry or Land Titles Office on the 3<sup>rd</sup> day August, 2018 in respect of the Owner(s)/Spouse/Mortgagee/Tenant’s land. (Instrument number DT64195, TAC 2018-04); and

**Whereas** Section 378 of the Municipal Act, 2001 provides that after the registration of a tax arrears certificate and before the expiry of one (1) year following the date of the registration of the tax arrears certificate, a Municipality or Board may by By-law authorize an extension agreement with the Owner(s) of the land, the spouse of the owner, a mortgagee or a tenant in occupation of such land to extend the period of time in which the cancellation price in respect to the Owner(s)/Spouse/Mortgagee/Tenant land is to be paid; and

**Whereas** the period during which there is a subsisting extension agreement shall not be counted by the Treasurer in calculating the periods mentions in sub-section 379(1) of the Municipal Act, 2001;

**Now therefore this agreement witnesseth** that in consideration of the premises and of the covenants and obligations hereinafter contained, it is hereby agreed as follows:

1. The Owner(s)/Spouse/Mortgagee/Tenant accepts that in addition to the taxes and penalty (which includes water and sewer) as at May 21, 2019, penalty and interest charges will continue to be applied monthly to the unpaid tax balance at a rate of 15% per annum or 1.25% per month.
2. The Owner(s)/Spouse/Mortgagee/Tenant will make payments to the Corporation in accordance to Schedule “B” attached hereto.
3. Notwithstanding any of the provisions of the Agreement, the Municipal Act, 2001, as amended, shall continue to apply to the collection and enforcement of all tax arrears and all taxes except that the Treasurer of the Corporation, without waiving the statutory rights and powers of the municipality or of the Treasurer, shall not

enforce collections of such tax payments, except as set out in paragraph 2 and 3, during the time this Agreement is in force so long as the Owner(s)/Spouse/Mortgagee/Tenant is not in default hereunder.

4. In the event the Owner(s)/Spouse/Mortgagee/Tenant defaults in any payments required by this Agreement and upon notice being given to the Owner(s)/Spouse/Mortgagee/Tenant by the Corporation, this Agreement shall be terminated and the Owner(s)/Spouse/Mortgagee/Tenant shall be placed in the position he or she was before this Agreement was entered into. In the event of a default, this Agreement shall cease to be considered a subsisting agreement on the day that the notice of termination is sent to the Owner(s)/Spouse/Mortgagee/Tenant.
5. Immediately upon the Owner(s)/Spouse/Mortgagee/Tenant or any other person making all the payments required under paragraphs 2 and 3, this Agreement shall be terminated and, the Treasurer shall forthwith register a tax arrears cancellation certificate in respect to the said lands.
6. Notwithstanding the provisions of paragraphs 2 and 3, the Owner(s)/Spouse/Mortgagee/Tenant and any other person may at the time pay the balance of the cancellation price and upon receipt of the aforesaid payment by the Corporation, this Agreement shall terminate and the Treasurer shall forthwith register a tax arrears cancellation certificate.
7. This Agreement shall cease to be considered a subsisting Agreement upon the date of the sale or other disposition of the land.
8. In any paragraph or part of paragraphs in this Agreement is determined by a court or tribunal of component jurisdiction to be illegal or unenforceable, it or they shall be considered separate and severable from the Agreement and the remaining provisions of the Agreement shall remain in force and effect and shall be binding upon the Parties hereto as though the said paragraph or paragraphs or part or parts of paragraphs had never been included.
9. Any notice required to be given to the Owner(s)/Spouse/Mortgagee/Tenant hereunder shall be sufficiently given if sent by registered mail to the Owner(s)/Spouse/Mortgagee/Tenant at the following address:

P.O. Box 186  
North Cobalt, Ontario  
P0J 1R0

**Remainder of page left blank intentionally**

**In witness, whereof** the Owner(s) have hereunto set his/her hand and seal and the Corporation has caused its Corporate Seal to be hereunto affixed, attested by its proper signing officers in that behalf.

Signed and Sealed in )  
the presence of )

**R. Allaire & S. Wright**

\_\_\_\_\_  
Rollie Rita Allaire

\_\_\_\_\_  
Sheldon Reginald Wright

Municipal Seal )

**Corporation of the City of  
Temiskaming Shores**

\_\_\_\_\_  
Mayor – Carman Kidd

\_\_\_\_\_  
Clerk – David B. Treen

**Payments required under Extension Agreement**

June 2019	\$600	(\$400 arrears, \$200 current taxes)
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May 2021	\$600	(\$400 arrears, \$200 current taxes)



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

**By-law No. 2019-092**

**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 May 14, 2019 and its Regular meeting held on May 7, 2019**

**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 **May 14, 2019** and its Regular meeting held on **May 21, 2019** 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 21<sup>st</sup> day of May, 2019.

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Mayor – Carman Kidd

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Clerk – David B. Treen