



**The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 18, 2019
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive**

Agenda

1. Call to Order

2. Roll Call

3. Review of Revisions or Deletions to Agenda

4. Approval of Agenda

Draft Motion

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

5. Disclosure of Pecuniary Interest and General Nature

6. Review and adoption of Council Minutes

Draft Motion

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

- a) Regular meeting of Council – June 4, 2019

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

8. **Question and Answer Period**

9. **Presentations / Delegations**

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

Re: 2018 Audited Financial Statements

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt and approves the 2018 Consolidated Financial Statements for the City of Temiskaming Shores as prepared by the firm of Kemp, Elliott and Blair L.L.P. – Chartered Accountants; and

That Council directs the Treasurer to provide public notice that a copy of the 2018 Consolidated Financial Statements are available at City Hall and on the City's website in accordance with Section 295 of the Municipal Act, 2001.

10. **Communications**

- a) Bill Ramsay, Tri-Town Sno-Travellers Club Echo

Re: Sponsorship – Frog's Breath Funding

Reference: Motion to be presented under New Business

- b) Association of Municipalities Ontario (AMO)
Re: Policy Update – Bill 108, More Homes, More Choice Act, 2019
Reference: Received for Information

- c) Adam Redish, Assistant Deputy Minister – Ministry of Infrastructure
Re: Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure
Reference: Received for Information

- d) Association of Municipalities Ontario (AMO)
Re: Policy Update – Bill 108 Receives Royal Assent with Several Amendments
Reference: Received for Information

- e) Association of Municipalities Ontario (AMO)
Re: Policy Update – Legislature Rises and Waste Related Developments
Reference: Received for Information

- f) Roger Breau, President - RK Breau Holdings Inc.
Re: Application to Purchase Municipal Land – Roland / Raymond intersection
Reference: Referred to the City Clerk

Draft Motion

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

11. Committees of Council – Community and Regional

Draft Motion

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

- a) Minutes of the Timiskaming Board of Health meeting held on March 6, 2019;
- b) Minutes of the Timiskaming Board of Health meeting held on April 24, 2019;
- c) Timiskaming Health Unit Fourth Quarter (2018) Report to the Board of Health;
and
- d) Timiskaming Health Unit First Quarter (2019) Report to the Board of Health.

12. Committees of Council – Internal Departments

Draft Motion

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

- a) Minutes of the Protection to Persons and Property Committee meeting held on May 7, 2019;
- b) Minutes of the Building Maintenance Committee meeting held on May 14, 2019;
- c) Minutes of the Public Works Committee meeting held on May 14, 2019; and
- d) Minutes of the Corporate Services Committee meeting held on May 30, 2019.

13. Reports by Members of Council

14. Notice of Motions

15. New Business

a) Support – Combined Ontario Good Roads Association (OGRA) and Rural Ontario Municipal Association (ROMA)

Draft Motion

Whereas during the 2019 OGRA conference AGM a resolution was passed regarding the re-establishment of an annual combined conference for both OGRA and ROMA; and

Whereas as a past attendee of the combined conferences, it makes sense for the OGRA and ROMA conferences to be returned to a combined conference each February, not only financially for the municipality but also for availability for participation of members of Council and staff.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby supports the original resolution passed at the OGRA AGM to re-establish a combined OGRA & ROMA conference; and

Further that a copy of this resolution be sent to the ROMA Board of Directors and OGRA Board of Directors, outlining our support for a collaborative OGRA ROMA annual combined conference.

b) Support – Amendments to the Fisheries Act (Bill C-68)

Draft Motion

Whereas the Federal Government has proposed Bill C-68, an Act to amend the Fisheries Act and other Acts in consequence; and

Whereas Bill C-68 was amended by the Standing Committee on Fisheries and Oceans, to rewrite Section 2(2) of the Fisheries Act; and

Whereas this amendment will deem any body of water capable of supporting fish as being a fish habitat; and

Whereas consequential of this amendment, puddles in farm fields, municipal lands, drainage ditches or water reservoirs can possibly be declared protected fish habitats; and

Whereas this amendment has been described by the Canadian Cattlemen's Association as something which will "place a crippling regulatory burden on family-owned operations"; and

Whereas Bill C-68 as it currently reads threatens the future viability of the family farm in Canada.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby petitions the Parliament of Canada to remove the proposed changes to Section 2(2) of the Fisheries Act; and

Further that a copy of this resolution be sent to Prime Minister Justin Trudeau; Anthony Rota, MP for Nipissing-Timiskaming; and John Vanthof, MPP for Timiskaming-Cochrane.

c) Support – Ontario Municipal Partnership Fund (OMPF)

Draft Motion

Whereas the Ontario Municipal Partnership Fund (OMPF) is the Province's main general assistance grant to municipalities; and

Whereas the OMPF is a critical component of the provincial-municipal fiscal relationship, especially for northern and rural municipalities; and

Whereas since 2012, grant allocations have decreased from \$598 million to \$505 million in 2019; and

Whereas the City of Temiskaming Shores has seen a decrease in its OMPF grant allocation of \$2.1 million since 2008; and

Whereas the Ontario government has committed to consult with municipalities in 2019 regarding the future of the OMPF with the objective of ensuring that the program remains sustainable and focused on the northern and rural municipalities that depend on this funding the most; and

Whereas reductions in the funding have a significant impact on municipal finances, with the loss of revenue typically being made up through increased tax levies; and

Whereas this has the potential of adversely affecting housing affordability in the affected municipalities and is contrary to the Province's stated goal of improving housing affordability.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby petitions the Provincial government to maintain OMPF funding at not less than its current funding levels; and

Further that a copy of this resolution be sent to Premier Doug Ford and the Honourable Victor Fedeli, Minister of Finance.

d) Memo No. 009-2019-CS – Deeming By-law – 155 Cross Lake Road

Draft Motion

Whereas Brad Sauve, owner of 155 Cross Lake Road, would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 11, 12 and part of Lot 13 on Plan M-71 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting.

e) Memo No. 011-2019-CS – Appointment of community representative to the Temiskaming Shores Accessibility Advisory Committee (TSAAC) – Courtney Romanko

Draft Motion

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

That Council acknowledges the resignation of Debbie Despres (March of Dimes) from the Temiskaming Shores Accessibility Advisory Committee and direct staff to prepare the necessary by-law to appoint Courtney Romanko (March of Dimes) to the Temiskaming Shores Accessibility Advisory Committee for consideration at the June 18, 2019 Regular Council meeting.

f) Memo No. 012-2019-CS – 481 Albert Street – Amanda & Brad Masulka

Draft Motion

Whereas Amanda & Brad Masulka, owners of 481 Albert Street, would like to merge Lots on title through the adoption of a deeming by-law in compliance with the Planning Act in order to create one property with one Roll number for the purposes of constructing a dwelling; and

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

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby directs staff to prepare the necessary by-law to deem Lots 180, 181, 182 and 183 on Plan M-143 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting.

g) Administrative Report No. CS-026-2019 – Lease Agreement – Dr. Hillary Lawson – Haileybury Medical Centre

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-026-2019;

That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Hillary Lawson for space at the Haileybury Medical Centre for consideration at the June 18, 2019 Regular Council meeting.

h) Administrative Report No. CS-027-2019 – Finance Departmental User Fees

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. CS-027-2019; and

That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 to include fees for the finance department under Schedule “A” – Administration/Corporate Services for consideration at the June 18, 2019 Regular Council Meeting.

i) Memo No. 012-2019-PW – Adoption of an Energy and Conservation Demand Management Plan

Draft Motion

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

That Council directs staff to prepare the necessary by-law to repeal By-law No. 2016-102 and adopt a new Energy Conservation and Demand Management Plan for consideration at the June 18, 2019 Regular Council meeting.

j) Administrative Report No. PW-018-2019 – Equipment Purchase – Light Duty Trucks

Draft Motion

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-018-2019;

That Council directs staff to prepare the necessary by-law to purchase one (1) $\frac{3}{4}$ ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Wilson Chevrolet at a cost of \$36,809.95 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting;

That Council directs staff to prepare the necessary by-law to purchase one (1) $\frac{1}{2}$ ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Bill Mathews Motors at a cost of \$32,119 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting; and

That Council approves the purchase of appurtenances for the above noted vehicles to an upset limit of \$1,500 plus applicable taxes.

k) Administrative Report No. PW-019-2019 – Solid Waste Management – Agreement with Phippen Waste Management Ltd.

Draft Motion

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

That directs staff to prepare the necessary by-law to enter into a 15 year agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the current operating Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the June 18, 2019 Regular Meeting of Council.

l) Memo No. 012-2019-RS – Sponsorship – Tri-Town Sno-Travellers – Frog’s Breath Application

Draft Motion

Whereas the Tri-Town Sno-Travellers has applied for funding to the Frog’s Breath Foundation in the amount of \$25,000 to assist with the purchase of a

side by side vehicle to be used primarily for grooming the Wabi River and Lake Temiskaming trails; and

Whereas Tri-Town Sno-Travellers requires a registered charitable organization to sponsor their application to the Frog's Breath Foundation and has requested that the City partner on the said application.

Now therefore be it resolved that the Council of the City of Temiskaming Shores hereby agrees to sponsor the Tri-Town Sno-Travellers funding application to the Frog's Breath Foundation.

16. By-laws

Draft Motion

Be it resolved that:

By-law No. 2019-096 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 155 Cross Lake Road (Roll No. 54-18-030-009-291.00)

By-law No. 2019-097 Being a by-law to amend By-law No. 2019-018 (Committee Appointments) – Temiskaming Shores Accessibility Advisory Committee

By-law No. 2019-098 Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision - 481 Albert Street (Roll No. 54-18-030-012-074.00)

By-law No. 2019-099 Being a by-law to enter into a lease agreement with Dr. Hillary Lawson for the rental of space at the Haileybury Medical Centre

By-law No. 2019-100 Being a by-law to adopt a Corporate Energy Conservation and Demand Management Plan

By-law No. 2019-101 Being a by-law to enter into a Purchase Agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) $\frac{3}{4}$ ton Chevrolet Light Duty Truck

By-law No. 2019-102 Being a by-law to enter into a Purchase Agreement with Bill Mathews Motors for the supply and delivery of one (1) $\frac{1}{2}$ ton Ford Light Duty Truck

By-law No. 2019-103 Being a by-law to enter into an Agreement with Phippen Waste Management for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

By-law No. 2019-104 Being a by-law to amend By-law No. 2012-039 (Fees By-law) - Finance Department Fees

be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that

By-law No. 2019-096;

By-law No. 2019-097;

By-law No. 2019-098;

By-law No. 2019-099;

By-law No. 2019-100;

By-law No. 2019-101;

By-law No. 2019-102;

By-law No. 2019-103; and

By-law No. 2019-104

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, July 9, 2019 at 6:00 p.m.
- b) Regular – Tuesday, August 13, 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) **Adopting of the April 16, 2019 – Closed Session Minutes**
- b) **Adoption of the May 21, 2019 – Closed Session Minutes**
- c) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Human Resources Report**
- d) **Under Section 239 (2) (d) of the Municipal Act, 2001 – Labour relations – Pay Equity Plan**

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. 2019-105 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on June 18, 2019 be hereby introduced and given first and second reading.

Draft Motion

Be it resolved that By-law No. 2019-105 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

21. Adjournment

Draft Motion

Be it resolved that City Council adjourns at _____ p.m.



The Corporation of the City of Temiskaming Shores
Regular Meeting of Council
Tuesday, June 4, 2019
6:00 P.M.
City Hall Council Chambers – 325 Farr Drive

Minutes

1. Call to Order

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

2. Roll Call

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

Present: 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
Rebecca Hunt, Library CEO

Regrets: Councillors Patricia Hewitt and Danny Whalen
City Manager, Christopher W. Oslund

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

Members of the Public Present: 5

3. Review of Revisions or Deletions to Agenda

Deletions:

Item 19 – Closed Session

City Manager unable to attend to speak to matters for Closed Session. Will be deferred to a future meeting.

4. Approval of Agenda

Resolution No. 2019-329

Moved by: Councillor Foley

Seconded by: Councillor Jelly

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

Carried

5. Disclosure of Pecuniary Interest and General Nature

None

6. Review and adoption of Council Minutes

Resolution No. 2019-330

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

a) Regular meeting of Council – May 21, 2019;

Carried

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

None

8. Question and Answer Period

None

9. Presentations / Delegations

None

10. Communications

- a) Town of Petrolia

Re: Request for Support – Re-establishment of a combined OGRA & ROMA Conference

Reference: Received for Information

Councillor Jelly requested that item 10 a) be brought back for consideration at the June 18, 2019 Regular Council meeting.

- b) Pamela Fuselli, Interim CEO - Parachute

Re: Request for Proclamation – June 3 to 9, 2019 “Safe Kid’s Week”

Reference: Motion to be presented under New Business

- c) Jennifer Murphy, Mayor – Township of Bonnechere Valley

Re: Request for Support – removal of changes to Section 2(2) of the Fisheries Act

Reference: Received for Information

Councillor Jelly requested that item 10 a) be brought back for consideration at the June 18, 2019 Regular Council meeting.

- d) The Honourable Jeff Yurek, Minister of Transportation

Re: Response Letter – Traffic on Highway 11 at Ecole Catholique St. Michel

Reference: Received for Information

- e) Aquatic Youth Programmer and 2019 Aquatic Staff

Re: Request for Proclamation – July 21-27, 2019 “National Drowning Prevention Week”

Reference: Motion to be presented under New Business

- f) Evelyne Nemcsok, Chairperson – Englehart and District Horticultural Society

Re: Request for Proclamation – June 9-15, 2019 “Horticultural Week”

Reference: Motion to be presented under New Business

- g) The Honourable Doug Ford, Premier of Ontario

Re: Maintain in-year cost sharing adjustments for land ambulance, public health and child care services

Reference: Received for Information

- h) Michelle Percival, CAO – Township of Lake of Bay

Re: Request for Support – Single Use Plastic Straws

Reference: Received for Information

- i) Michelle Percival, CAO – Township of Lake of Bay

Re: Request for Support – Ontario Municipal Partnership Fund (OMPF)

Reference: Received for Information

Councillor Jelly requested that item 10 a) be brought back for consideration at the June 18, 2019 Regular Council meeting.

- j) BIA New Liskeard

Re: Press Release – Cancellation of Summerfest 2019

Reference: Received for Information

Resolution No. 2019-331

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

Resolution No. 2019-332

Moved by: Councillor Jelly

Seconded by: Councillor Foley

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

- a) Minutes of the Temiskaming Shores Public Library Board meeting held on April 17, 2019;
- b) Minutes of the Earlton-Timiskaming Regional Airport Authority meeting held on March 21, 2019;
- c) March 2019 Earlton-Timiskaming Regional Airport Authority activity report;
- d) April 2019 Earlton-Timiskaming Regional Airport Authority activity report;
- e) Minutes of the Temiskaming Municipal Association meeting held on March 28, 2019;
- f) Minutes of the Temiskaming Municipal Association Executive meeting held on May 14, 2019;
- g) Minutes of the Temiskaming Shores Police Services Board meeting held on May 13, 2019.

Carried

12. Committees of Council – Internal Departments

Resolution No. 2019-333

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

- a) Minutes of the Recreation Services Committee meeting held on April 30, 2019.

Carried

13. Reports by Members of Council

Councillor Jelly reported on the following:

- OAPSB: Attended the Ontario Association of Police Services Boards convention in Windsor and has been re-elected for another four (4) year term as a Director.

Mayor Kidd reported on the following:

- Team Hwy 11 North: Attended inaugural meeting this afternoon in Temagami with seven (7) individuals from MTO, two (2) OPP officers and reviewed the Terms of Reference for the committee. The Committee wants to start addressing of the areas of concern along Highway 11. The next meeting is anticipated to be held in October.

14. Notice of Motions

None

15. New Business

a) **Proclamation – Safer Kids Week 2019**

Resolution No. 2019-334

Moved by: Councillor Jelly

Seconded by: Councillor Foley

Whereas Parachute Canada's theme for Safe Kid's Week 2019 is preventing harm from children's falls in the home and at play; and

Whereas preventable injuries are the number one killer of Canadians aged 1 to 44; and

Whereas preventable injuries are costing the Canadian economy tens of billions of dollars; and

Whereas falls are the leading cause of injury to Canadian children resulting in more than 140,000 children being seen in emergency departments for fall-related injuries; and

Whereas everyone can follow simple fall prevention tips to keep our children safe in the home and at play; and

Whereas Safe Kids Week is a week dedicated to raising awareness and seeking solutions to preventable child fatalities and serious injuries across

Canada.

Now therefore be it resolved that Council for the City of Temiskaming Shores hereby proclaims June 3 to 9, 2019 as **“Safe Kids Week”** in the City of Temiskaming Shores.

Carried

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

Resolution No. 2019-335

Moved by: Councillor Laferriere

Seconded by: Councillor McArthur

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

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

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

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

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims July 21 to 27, 2019 as **“National Drowning Prevention Week”** in the City of Temiskaming Shores.

Carried

c) Proclamation – June 9th to 15th, 2019 – Horticultural Week

Resolution No. 2019-336

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Whereas part of the Ontario Horticultural Association’s mandate is “to encourage the use of eco-friendly horticultural practices, to promote the production of food, the beautification of our communities and the conservation of our environment.”; and

Whereas the Englehart and District Horticultural Society is a member of the Ontario Horticultural Society and will be visiting local schools, encouraging people to get out in their yards for clean-up, planting activities and planting in selected community garden beds; and

Whereas the Englehart and District Horticultural Society will be sponsoring the Youth Garden Competition open to all students from Grade JK to 8.

Now therefore be it resolved that the Council for the City of Temiskaming Shores hereby proclaims June 9 to the 15, 2019 as “**Horticultural Week**” in the City of Temiskaming Shores.

Carried

d) Temiskaming Shores Public Library Board – Branch Consolidation

Resolution No. 2019-337

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Motion No. 2019-22 of the Temiskaming Shores Public Library Board dated May 15, 2019;

That Council hereby supports Motion No. 2019-22 recommending the consolidation of the Temiskaming Shores Library Services into one location at 285 Whitewood Avenue.

Carried

e) Memo No. 010-2019-PW – Rate Increase – S & L Cleaning Services

Resolution No. 2019-338

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. 010-2019-PW; and

That Council direct staff to prepare the necessary by-law to amend By-law No. 2014-136 being an agreement with S&L Cleaning to increase the hourly cleaning rate from \$18/hour to \$20/hour effective June 1, 2019 for consideration at the June 4, 2019 Regular Council meeting.

Carried

f) Memo No. 011-2019-PW – Additional material for Sedimentation Tank Rebuild – Haileybury Water Treatment Plant

Resolution No. 2019-339

Moved by: Councillor Jelly
Seconded by: Councillor Laferriere

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

That Council approves the acquisition of additional material for the Sedimentation Tank Rebuild project at the Haileybury Water Treatment Plant; and

That Council directs staff to issue a Purchase Order to Napier-Reid in the amount of \$31,248 plus applicable taxes.

Carried

g) Administrative Report No. PW-017-2019 – Equipment Rental – Roadside Ditching

Resolution No. 2019-340

Moved by: Councillor McArthur
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of Administrative Report No. PW-017-2019, particularly Appendix 01 – Opening Results and Appendix 02 - Draft Agreement;

That as outlined in By-law No. 2017-015, Procurement Policy, Section 10.3, Request for Tenders and Section 6.0 Approval Authority, Council acknowledges the award of the Equipment Rental – Excavator for Roadside Ditching contract to *Pedersen Construction (2013) Inc.* at the rate of \$135.00 per hour plus applicable taxes in the designated areas; and

That Council directs staff to prepare the necessary by-law and agreement for the said contract for consideration at the June 4, 2019 Regular Council meeting.

Carried

h) January to May 2019 Year-to-Date – Capital Project Report

Resolution No. 2019-341

Moved by: Councillor Laferriere
Seconded by: Councillor Jelly

Be it resolved that the Council of the City of Temiskaming Shores hereby acknowledges receipt of the January to May 2019 Year-to-Date Capital

Project Report.

Carried

i) Memo No. 008-2019-CS – Rogers Telecommunication Tower Concurrence – off of Drive-In Theatre Road

Resolution No. 2019-342

Moved by: Councillor Laferriere

Seconded by: Councillor Jelly

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

That Council is hereby in concurrence with the proposed telecommunications tower for Rogers Communications Inc. off of Drive-In Theatre Road.

Carried

16. By-laws

Resolution No. 2019-343

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that:

By-law No. 2019-093 Being a by-law to amend By-law No. 2014-136 (Cleaning Services for the Haileybury Medical Centre and the Haileybury Branch Library)

By-law No. 2019-094 Being a by-law to enter into an agreement with Pedersen Construction (2013) Inc. for the Rental of a Rubber Tired Hydraulic Excavator complete with Operator and Ditching Bucket / Twist Wrist Connection

be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-344

Moved by: Councillor Jelly

Seconded by: Councillor McArthur

Be it resolved that

By-law No. 2019-093; and

By-law No. 2019-094;

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

Carried

17. Schedule of Council Meetings

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

b) Regular – Tuesday, July 9, 2019 at 6:00 p.m.

18. Question and Answer Period

Doug Jelly, Chair of Branch 33 of the Royal Canadian Legion and June 6th is “D-Day” the invasion of Normandy were around 5,000 Canadian soldiers lost their lives during that battle. Requesting that the City lower the flag to half mast on June 6th. Branch 33 has also installed flags on veteran graves.

19. Closed Session

None

20. Confirming By-law

Resolution No. 2019-345

Moved by: Councillor Laferriere

Seconded by: Councillor Foley

Be it resolved that By-law No. 2019-095 being a by-law to confirm certain proceedings of Council of The Corporation of the City of Temiskaming Shores for its Regular meeting held on **June 4, 2019** be hereby introduced and given first and second reading.

Carried

Resolution No. 2019-346

Moved by: Councillor McArthur

Seconded by: Councillor Jelly

Be it resolved that By-law No. 2019-095 be given third and final reading, be signed by the Mayor and Clerk and the corporate seal affixed thereto.

Carried

21. Adjournment

Resolution No. 2019-347

Moved by: Councillor McArthur

Seconded by: Councillor Laferriere

Be it resolved that City Council adjourns at 6:22 p.m.

Carried

Mayor – Carman Kidd

Clerk – David B. Treen



Tri-Town Sno-Travellers Club Echo

Box 2799 - 487 Brazeau Boulevard
New Liskeard ON P0J 1P0

Phone: 705-647-4010

Fax: 705-648-7971

wramsay@ramsaylaw.ca



May 14, 2019

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

Dear Clerk, Mayor and Council

Re: Frog's Breath Funding

The Tri-Town Sno Travellers has applied for and been approved to receive \$25,000 toward the purchase of a side by side vehicle to be used primarily for grooming the Wabi River and Lake Temiskaming trails. The total cost of the project will be approximately \$30,000 with the balance of the funding coming from club fund raising funds, already in the bank.

We are a not for profit organization but do not have a charitable number. We are requesting the City of Temiskaming Shores sponsor us to permit the flow through of the funds.

Attached are our application to Frog's Breath as well as the funding approval from Frog's Breath.

Sincerely Yours,

Bill Ramsay

May 31, 2019

AMO on Bill 108, *More Homes, More Choice Act, 2019*

AMO President, Jamie McGarvey, spoke to the Standing Committee on Justice Policy on our proposed amendments and recommendations on Bill 108. [AMO's written submission](#) speaks to municipal governments' concerns about the impacts of the Bill if passed as is.

AMO's comments include:

- A return to *de novo* hearings at the Local Planning Appeal Tribunal (LPAT) is a big step backwards and is not supported. Local councils take their democratic responsibilities seriously.
- There is great municipal concern that legislation could result in lowering the development charge revenue that is needed so growth can pay for growth. Municipalities need to be able to support growth in our communities.
- There is concern that changes will increase the municipal administrative burden.
- The shortening of timelines means greater emphasis on the need for complete applications.
- The objectives of Bill 108 are worthy – to increase the mix and speed of housing development, especially affordable housing.
- Municipal governments agree with the objectives. The municipal sector will monitor whether its implementation achieves the expected outcomes.

The Standing Committee will undertake a clause-by-clause review before June 4, after which we will know whether our advice is accepted. The Legislature is expected to pass Bill 108 next week.

This timing is driven by the legislative agenda, which unfortunately has not provided for broad consultation on the many Bill 108 schedules. Bill 108 will require numerous regulations for implementation. Draft regulations generally involve public consultations. AMO will continue to advocate for municipal involvement in Bill 108 regulations.

AMO Contacts:

Development Charges and Community Benefits Charge: Matthew Wilson, Senior Advisor, mwilson@amo.on.ca, 416-971-9856 ext. 323.

Planning, Conservation Authorities, and Environment: Cathie Brown, Senior Advisor, cathiebrown@amo.on.ca, 416-971-9856 ext. 342.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

Ministry of Infrastructure

Office of the Assistant Deputy Minister
Infrastructure Policy Division

777 Bay Street, 4th Floor, Suite 425
Toronto, Ontario M5G 2E5
Telephone: 416-314-5148
Email : adam.redish@ontario.ca

Ministère de l'Infrastructure

Bureau du sous-ministre adjointe
Division des politiques infrastructurelles

777, rue Bay, 4 étage, Suite 425
Toronto (Ontario) M5G 2E5
Téléphone : 416-314-5148
Courriel : adam.redish@ontario.ca



May 31, 2019

From: Adam Redish, ADM, Infrastructure Policy Division

Dear Mayor/CAO/Stakeholder:

In December 2017, the province introduced the [Ontario Regulation 588/17 Asset Management Planning for Municipal Infrastructure](#) under the *Infrastructure for Jobs and Prosperity Act*, 2015. Given that municipalities like yours own a significant portion of public infrastructure in Ontario, the delivery of critical services like roads, bridges, water and wastewater rely on well-planned and well-maintained infrastructure. Good asset management planning helps municipalities make forward-thinking, evidence-based decisions about their assets.

Through recent consultations led by the Ministry of Municipal Affairs and Housing on burden reduction, we heard from municipalities and municipal stakeholder organizations that communities are looking for proactive reminders on reporting dates. Therefore, we would like to take this opportunity to remind you that all municipalities must have a finalized strategic asset management policy in place by July 1st of this year. Further requirements are being phased in from 2019 to 2024. A summary table outlining key regulatory milestones can be found in the addendum to this letter.

We also want to make sure that communities are aware that provincial funding programs for municipal infrastructure are aligned with the requirements of the regulation. For example, under the current intakes of the Investing in Canada Infrastructure Program (ICIP), successful municipal applicants will be required to:

- Complete an asset management planning self-assessment questionnaire before entering into a transfer payment agreement with the Province; and
- Submit their strategic asset management policy and asset management plans in accordance with the regulation for the duration of the project.

This means that if a municipality's capital project is approved by the province under ICIP in 2020 - with a project completion date of 2022 - the municipality would be required to immediately submit a copy of its strategic asset management policy upon provincial approval of the project. The municipality would also be required to submit its asset management plan for core infrastructure by July 1, 2021 to remain eligible for funding. Additional details will be made available through transfer payment agreements.

The Ministry will be conducting random audit checks for compliance of submitted strategic asset management policies and asset management plans annually.

We also want to make sure you are aware that the province is providing tools and supports to help municipalities, particularly smaller communities, to implement the requirements of the regulation. An initial offering of tools and supports has been made available. This includes:

- A strategic asset management policy toolkit, which is available to all municipalities. It provides valuable guidance to help municipalities meet the first set of requirements set out in the regulation before July 1, 2019.
- Expert assessments through the AMP It Up 2.0 initiative delivered by the Municipal Finance Officers' Association, which is targeting municipalities with populations of less than 25,000 to help them develop and improve their asset management plans.
- Expansion of communities of practice activities delivered by Asset Management Ontario, including guidance materials, group seminars and online forums for public sector asset management practitioners across Ontario.

Investing in the right infrastructure, at the right time, and in the right place will help stretch capital dollars and sustain critical services across Ontario. The province will continue to work with municipalities across Ontario to help address infrastructure challenges. For more information on asset management planning, including tools and supports available, please visit our new Municipal Asset Management Planning web page.

If you have questions, please do not hesitate to contact us at MunicipalAssetManagement@ontario.ca

Sincerely,



Adam Redish
Assistant Deputy Minister
Infrastructure Policy Division

ADDENDUM – ASSET MANAGEMENT REGULATION MILESTONES

Date	Milestone
July 1, 2019	Date for municipalities to have a finalized strategic asset management policy that promotes best practices and links asset management planning with budgeting, operations, maintenance and other municipal planning activities.
July 1, 2021	Date for municipalities to have an approved asset management plan for core assets (roads, bridges and culverts, water, wastewater and stormwater management systems) that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2023	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that identifies current levels of service and the cost of maintaining those levels of service.
July 1, 2024	Date for municipalities to have an approved asset management plan for all municipal infrastructure assets that builds upon the requirements set out in 2023. This includes an identification of proposed levels of service, what activities will be required to meet proposed levels of service, and a strategy to fund these activities.

June 7, 2019

Bill 108 Receives Royal Assent with Several Amendments

Bill 108, *the More Homes, More Choice Act*, 2019 has now passed third reading at Queen's Park and received Royal Assent. It is now law in Ontario. The Act makes significant changes to the planning appeals process and to development charges. It also introduces a new Community Benefit Charges (CBC) under *the Planning Act* and makes changes to the planning process, conservation authorities, endangered species legislation, environmental assessments and to the *Ontario Heritage Act*.

AMO advocated vigorously on behalf of municipal interests throughout the legislative process, including by presenting before the Standing Committee of Justice Policy, and through our government relations work. A few amendments were introduced during the committee stage, including one that AMO and others proposed on including capital costs for ambulance services in development charges calculations.

Bill 108 will require numerous regulations for implementation. Draft regulations generally involve public consultations. AMO will continue to advocate for meaningful municipal involvement in Bill 108 regulations.

Local Planning Appeal Tribunal Act:

Despite calls from AMO and municipal governments to allow the LPAT to continue to evaluate appeals based on compliance and conformity, *de novo* hearings will now be re-introduced. This move will take authority away from local councils and reverts back to an appeals process known to have a legacy of delays. It is unclear how the return to *de novo* hearings will lead to the faster provision of affordable housing.

Development Charges:

We believe that the new changes to development charges will negatively impact municipal finances and go against the principle that growth should pay for growth. If a development is rental housing, institutional, commercial or industrial, development charge payments are now payable to the municipality as six annual installments commencing at occupancy. An amendment to Bill 108 following committee extends the repayment timeframe to 20 years for non-profit housing. Previously, development charges were payable in advance. This change will reduce the amount of revenue

municipalities receive from development charges. It will also increase administrative burden for municipal governments.

On a positive note, municipal governments may now charge the full capital cost of waste diversion services as a development charge. Following ours' and others' proposed amendments at the committee stage, capital costs for ambulance services will now also be included in development charge calculations.

Community Benefit Charges:

Height and density bonusing under Section 37 of the *Planning Act* has been replaced with a new Community Benefit Charges framework. The CBC framework will allow municipal governments to pass by-laws covering a particular area to impose charges against land to pay for the cost of facilities, services and other matters required because of new development. Notably, costs eligible for development charges are excluded from CBCs. Eligible services and the methodology for calculating CBCs will be determined in regulation.

Other Planning Act Changes:

Timelines for making decisions related to official plans are reduced from 210 to 120 days and from 150 days to 90 days for zoning by-law amendments. Plans of subdivision are also sheltered from third party appeals. As well, the use of Inclusionary Zoning will now be limited to transit areas. This limits the utility of this affordable housing tool.

Conservation Authorities:

The mandatory 'core services' of conservation authorities will now be prescribed by regulation. Conservation authorities must also now enter into agreements with municipal governments on service delivery. Municipal governments want assurance that this new regime will not only bring transparency to the financial relationship with Conservation Authorities but will continue to support reaching the 'triple bottom line'.

Endangered Species:

Bill 108 also introduces a new approach to endangered species protection. Species at risk will now be considered in the broader geographic context when determining species' status. The Minister is also now able to enter into landscape agreements that authorize activities that would otherwise be prohibited in relation to listed species under certain circumstances. As per an amendment to the bill, alternative approaches will need to be considered before undertaking an activity that could adversely affect a listed species. While this direction holds potential to protect species at risk, a strong

commitment from the province is required to provide leadership and tools to make this a success.

Environmental Assessment Act:

The Bill will reduce the need to undertake a lengthy justification for low risk activities. AMO looks forward to participating as further information, regulations and guidance are developed.

Ontario Heritage Act:

Ontario Heritage Act changes will require municipal councils to notify property owners if their properties or included in the register due to cultural heritage value or interest. The changes also introduce new timelines aimed at making the heritage process more transparent. A technical amendment was made at the committee stage that the Trust is included in notices. The language around erecting structures on a heritage site was also clarified to stress that the attributes that give heritage significance should not be altered or demolished.

June 10, 2019

The Legislature Rises and Waste Related Developments

Last week the Ontario Legislature rose for the summer. Pending a surprise or emergency sitting, it is not expected to return until after the federal election on October 28th. Several bills of municipal interest passed in the final days of the spring session.

Last week was also a big week for the Blue Box Program. The provincial announcement on full producer responsibility was also complemented earlier today by an announcement from the federal government on its intention to take action on single use plastics.

Here are the top developments you need to know about with information on these announcements:

1. Key Legislation of municipal interest is now law in Ontario

The legislature passed three keys bills of municipal interest: Bill 107, Bill 108 and Bill 117. These are now law in Ontario. The provincial government also introduced legislation to cap public sector compensation (Bill 124). This proposed legislation will remain at first reading until the return of the House. Notably, it does not affect municipal governments.

Bill 107 makes [legislative amendments related to transportation safety](#). Municipal governments can now charge administrative monetary penalties to drivers for passing an extended school bus stop arm outfitted with a camera. Evidentiary rules will be established through regulation. As well, off-road vehicles are now automatically permitted onto municipal roads unless expressly prohibited by municipal bylaw.

The passing of **Bill 108** means a return to *de novo* land use planning appeal hearings and old OMB rules under the new Local Planning Appeal Tribunal. Bill 108 also makes significant changes to when and how development charges are to be collected and introduces a new Community Benefit Charges to replace height and density bonusing under Section 37 of *the Planning Act*, soft services, and parkland. Other changes include the shortening of planning process timelines, new limits on inclusionary zoning, changes to endangered species rules, environmental assessment reforms and

changes to built heritage designation rules. For more information on the municipal impacts of Bill 108, click [here](#).

Bill 117 makes changes to the *Ontario Society for the Prevention of Cruelty to Animals Act* in light of the OSPCA's decision to stop enforcing animal cruelty rules effective June 28th. AMO has warned the province that downloading enforcement responsibilities onto municipal government will negatively affect local budgets. For the interim, Bill 117 introduces measures until a new animal cruelty protection system is ready by 2020. Ontario can now appoint a Chief Inspector who in turn has the power to appoint Inspectors to enforce the Act. AMO expects interested OSPCA-affiliates to express a willingness to continue carrying out the enforcement function. Willing municipal governments may also wish to express interest.

2. The Province Announces Facilitator for Blue Box Transition to Full Producer Responsibility

On Friday, June 7th, the Minister of Environment, Conservation and Parks [announced](#) that [David Lindsay](#) has been retained to facilitate a process between municipal governments, producers and other stakeholder to transition the Blue Box program to full producer responsibility.

The facilitator's work is to be guided by the following policy objectives (which are reflective of municipal advocacy):

- Standardization across the province of what can be recycled in offices, parks, public spaces and homes;
- Improve diversion rates and increase what materials can be recycled;
- Reduce litter and waste in communities and parks;
- Improve Ontario's Blue Box program by requiring producers to pay for the recycling of the products they produce, through achieving producer responsibility; and,
- Maintain or improve frequency of Blue Box collection.

The role of the facilitator is two-fold:

1. A mediation role to foster discussion and help producers, municipalities and other stakeholders to move closer to or reach agreement on key issues; and,
2. An advisory role to provide the Minister with advice on how these issues may be best addressed to ensure Ontario's recycling system is more consistent, reliable and cost-effective for Ontarians.

The facilitator's report is due to the Minister by July 20, 2019.

The province has assured AMO that municipal governments will be involved in provincial engagement. The development is good news and moves municipal

governments a step closer to our objective of getting the blue box program to full producer responsibility.

3. Federal Government Announces Plan on Plastic Waste

The province's move to full producer responsibility aligns well with today's [announcement from the Government of Canada](#) that it will work with governments and businesses across the country to ban harmful single-use plastics as early as 2021 where supported by scientific evidence (i.e. plastic bags, straws, cutlery, plates, and stir sticks). The federal government also commits to work with provinces and territories to introduce standards and targets for companies that manufacture plastic products or sell items with plastic packaging so they become responsible for their plastic waste.

AMO will continue to monitor and work with the Federation of Canadian Municipalities (FCM) and other stakeholders on these initiatives. These actions are in keeping with the advice provided by municipalities at the outset of these consultations.

Staff Contacts:

You can contact AMO's Policy Team at policy@amo.on.ca. To reach Monika Turner, AMO's Director of Policy, email mturner@amo.on.ca.

*Disclaimer: The Association of Municipalities of Ontario (AMO) is unable to provide any warranty regarding the accuracy or completeness of third-party submissions. Distribution of these items does not imply an endorsement of the views, information or services mentioned.

RK Breau Holdings Inc.
93 Zetta Court
New Liskeard, ON POJ 1P0

May 22, 2019

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

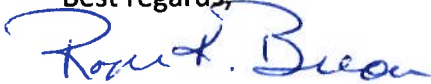
As per the attached Application to Purchase Municipal Land, RK Breau Holdings Inc (or subsidiary thereof) would like to place an offer of CDN \$ 140,000.00 for the described 2.15 acres on the North West corner of Raymond and Roland intersection in Dymond area, subject to the following conditions:

- The lot(s) listed be designated as one (1) lot purchased as it pertains to Article 1 of Schedule B "Property Development". RKBH Inc. can supply a survey once purchase is complete (as Lot 2 needs to be partially severed as discussed).
- That the mentioned properties be amended under the Zoning By-law as "High Density Residential" prior to and contingent on closing the purchase of said property.
- Mutual cooperation with planned City Works involving the addition of services in the easement area along Raymond St. toward the Dymond reservoir.

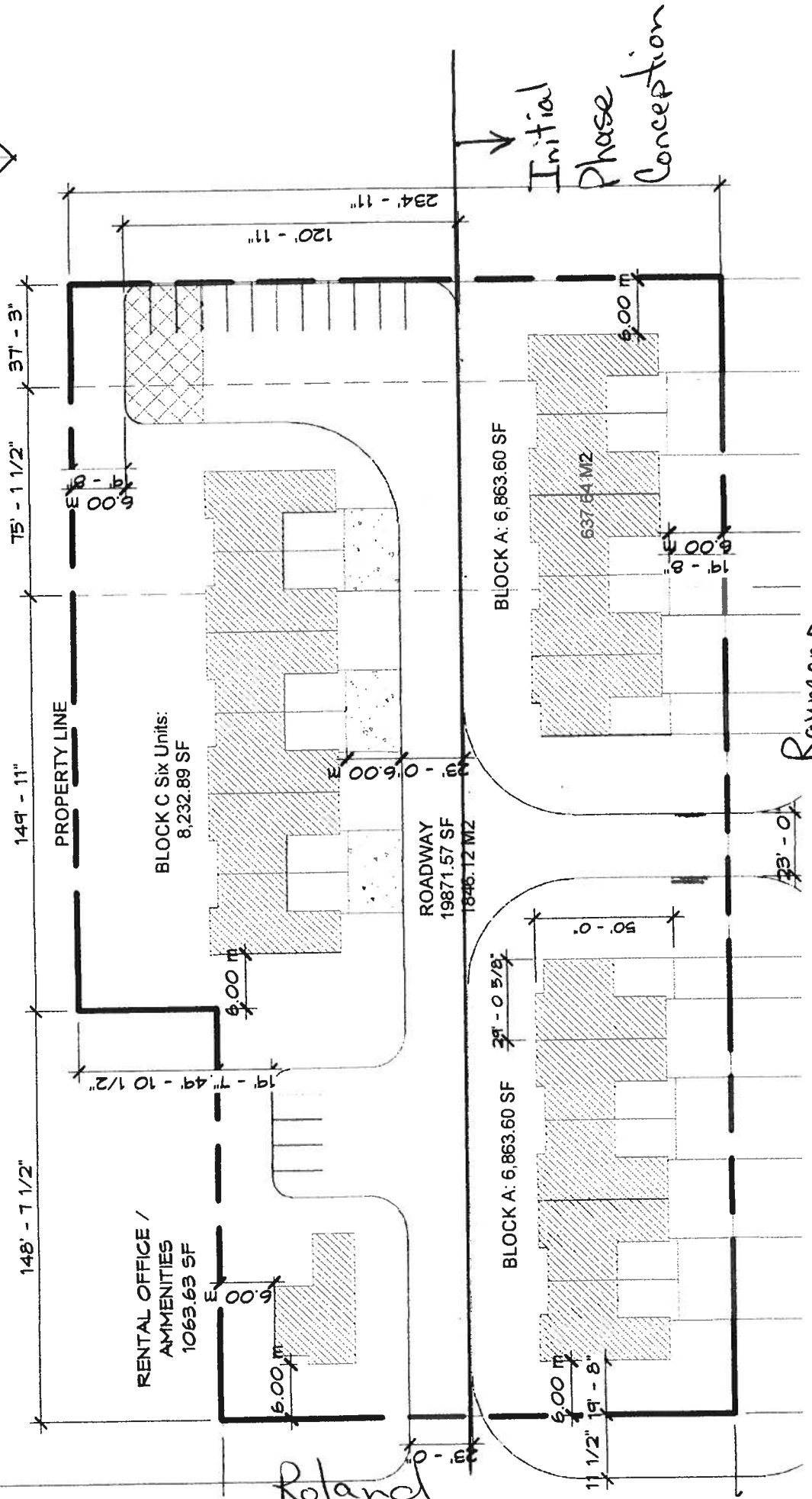
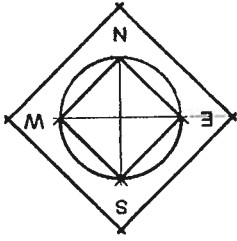
The property is being considered for a multiple phase multiplex development geared specifically to elderly rental clientele. It is envisioned that the initial phase would consist of two 5 or 6 plex units, built single story, slab on grade design with driveway accesses along Raymond Street.

Once property has been acquired based on the above conditions, a more detailed site plan will be made available.

Best regards,



Roger K. Breau
President



Rotand

Raymond



MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on March 6, 2019 at 6:30 P.M.

Englehart Medical Centre Boardroom

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

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for Temiskaming Shores
Patrick Kiely	Vice-Chair, Municipal Appointee for Town of Kirkland Lake
Mike McArthur	Municipal Appointee for Temiskaming Shores
Jesse Foley	Municipal Appointee for Temiskaming Shores
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami, and Township of Coleman
Maria Overton	Provincial Appointee
Merrill Bond	Municipal Appointee for Township of Chamberlain, Charlton, Evanturel, Hilliard, Dack & Town of Englehart
Casey Owens	Municipal Appointee for Town of Kirkland Lake

Regrets

Paul Kelly	Municipal Appointee for Township of Larder Lake, McGarry & Gauthier
Vacant	Municipal Appointee for Township of Brethour, Harris, Harley & Casey, Village of Thornloe
Vacant	Municipal Appointee for Township of Armstrong, Hudson, James, Kerns & Matachewan
Vacant	Provincial Appointee

Timiskaming Health Unit Staff Members

Dr. Monika Dutt	Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health
Rachelle Cote	Executive Assistant

3. Presentation: **Strategic Plan Consultation Session**
by Clearlogic – Ron Leduc, Andrea Griener

Mr. Leduc and Mrs. Griener left the meeting at 7:35 p.m.

4. **ELECTIONS OF OFFICERS/APPOINTMENT OF SUB-COMMITTEES**

Nominations were opened by Dr. Monika Dutt.

a. **ELECTION OF CHAIRPERSON**

MOTION #1R-2019

Moved by: Mike McArthur

Seconded by: Merrill Bond

That the Board of Health approves the appointment of Carman Kidd as Chairperson for the Timiskaming Board of Health for year 2019.

CARRIED

b. **ELECTION OF VICE-CHAIR**

MOTION #2R-2019

Moved by: Merrill Bond

Seconded by: Mike McArthur

That the Board of Health approves the appointment of Patrick Kiely as Vice-Chair for the Timiskaming Board of Health for year 2019.

CARRIED

c. **APPOINTMENT OF AUDITORS**

MOTION #3R-2019

Moved by: Maria Overton

Seconded by: Sue Cote

That the Board of Health approves the appointment of Kemp Elliott & Blair as auditors for the Timiskaming Health Unit for the calendar year of 2019.

CARRIED

d. **APPOINTMENT OF SIGNING OFFICERS**

MOTION #4R-2019

Moved by: Jesse Foley

Seconded by: Sue Cote

That the Board of Health approves the appointment of the following individuals for year 2019:

- Carman Kidd, Chair (*ex officio*)
- Mike McArthur
- Sue Cote
- Dr. Monika Dutt, MOH/CEO
- Randy Winters, Director of Corporate Services

CARRIED

e. **APPOINTMENT OF FINANCE/AUDIT SUB-COMMITTEE****MOTION #5R-2019**

Moved by: Merrill Bond

Seconded by: Patrick Kiely

That the Board of Health approves the appointment of the following individuals for year 2019:

- Patrick Kiely, Vice-Chair (*ex officio*)
- Sue Cote
- Maria Overton
- Casey Owen
- Merrill Bond
- Dr. Monika Dutt, MOH/CEO
- Randy Winters, Director of Corporate Services

CARRIED

f. **APPOINTMENT OF GRIEVANCE/PERSONNEL SUB-COMMITTEE****MOTION #6R-2019**

Moved by: Sue Cote

Seconded by: Maria Overton

That the Board of Health approves the appointment of the following individuals for year 2019:

- Casey Owen
- Merrill Bond
- Mike McArthur
- Sue Cote
- Jesse Foley
- Dr. Monika Dutt, MOH/CEO
- Randy Winters, Director of Corporate Services

CARRIED

g. **APPOINTMENT OF POLICY/PROCEDURE SUB-COMMITTEE****MOTION #7R-2019**

Moved by: Mike McArthur

Seconded by: Jesse Foley

That the Board of Health approves the appointment of the following individuals for year 2019:

- Carman Kidd, Chair (*ex officio*)
- Sue Cote
- Maria Overton
- Jesse Foley
- Dr. Monika Dutt, MOH/CEO
- Randy Winters, Director of Corporate Services
- Rachelle Cote, Executive Assistant

CARRIED

5. **APPROVAL OF AGENDA**

MOTION #8R-2019

Moved by: Merrill Bond

Seconded by: Patrick Kiely

Be it resolved that the Board of Health adopts the agenda for its regular meeting held on March 6, 2019, as presented.

CARRIED

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

None.

7. **APPROVAL OF MINUTES**

MOTION #9R-2019

Moved by: Mike McArthur

Seconded by: Jesse Foley

Be it resolved that the Board of Health approves the minutes of its regular meeting held on December 5, 2018, as presented.

CARRIED

8. **BUSINESS ARISING**

None

9. **FINANCE SUB-COMMITTEE UPDATE**

Mr. Winters provided an overview of the 2019 budget submission to the new Board committee. A 0% increase municipal contribution was maintained for year 2019. Currently working on finalizing the 2019 Annual Service Plan due to the Ministry on April 1, 2019. 2018 Financial Statements to be reviewed and approved at the end of April or May, still awaiting on Ministry confirmation for the submission due date.

Direction: Vice-Chair Kiely requested that a copy of the 2019 Budget Presentation be sent to all members.

10. **MOH-CEO REPORT**

Dr. Dutt updated the Board on the recent strategic plan process and next steps.

Dr. Dutt attended the alpha conference in Toronto on February 21, 2019. Board members are welcome to participate at any future conferences to get updated on ongoing public health services and continue to be oriented on the role of Board of Health governance. Next conference is scheduled for June 2019 in Kingston.

Ongoing discussion continue with the NE Collaboration group. Currently in the process of hiring a Project Manager to look at potential shared services.

A newsletter was sent to all municipalities in November 2018. It is also available on THU's

[website](#). Any feedback on the information provided would be appreciated by Dr. Dutt. A local telephone health survey was recently launched to obtain local data to assist us and community partners to better plan for our work and initiatives. Also useful to identify any trends happening in the region.

A joint funding proposal was approved for Northern health units focused on climate change.

Being in the influenza season, THU is supporting and guiding partners dealing with influenza outbreaks throughout the district.

11. **MANAGEMENT REPORTS**

The 2018 Q4 Board Report and Staff List were distributed for review and information purposes.

12. **NEW BUSINESS**

a. **STRATEGIC PLAN**

No further discussion at this time.

13. **CORRESPONDENCE**

MOTION #10R-2019

Moved by: Merrill Bond

Seconded by: Mike McArthur

The Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

14. **IN-CAMERA**

MOTION #11R-2019

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to move in-camera at 8:27 p.m. to discuss the following matters under section 239 (2):

- a. In-Camera Minutes (December 5, 2018)
- b. Letter – Town of Englehart – THU Services
- c. MOH-CEO Service Agreement

CARRIED

15. **RISE AND REPORT**

MOTION #12R-2019

Moved by: Merrill Bond

Seconded by: Sue Cote

Be it resolved that the Board of Health agrees to rise with report at 8:36 p.m.

In-Camera Minutes

MOTION #13R-2019

Moved by: Mike McArthur

Seconded by: Maria Overton

Be it resolved that the Board of Health approves the in-camera minutes of meeting held on December 5, 2018 as presented.

CARRIED

16. **DATES OF NEXT MEETINGS**

The next Board of Health meeting will be held on April 24, 2019 at 6:30 p.m. in New Liskeard.

17. **ADJOURNMENT**

MOTION #14R-2019

Moved by: Casey Owen

Seconded by: Jesse Foley

Be it resolved that the Board of Health agrees to adjourn the regular meeting at 8:39 p.m.

CARRIED

Carman Kidd, Board Chair

Rachelle Cote, Recorder

MINUTES

Timiskaming Health Unit Board of Health

Regular Meeting held on April 24, 2019 at 6:30 p.m.

New Liskeard – Timiskaming Health Unit Boardroom

1. **CALL TO ORDER**

The meeting was called to order at 6:32 p.m.

2. **ROLL CALL**

Board of Health Members

Carman Kidd	Chair, Municipal Appointee for City of Temiskaming Shores
Mike McArthur	Municipal Appointee for City of Temiskaming Shores
Jesse Foley	Municipal Appointee for City of Temiskaming Shores
Casey Owens	Municipal Appointee for Town of Kirkland Lake
Sue Cote	Municipal Appointee for Town of Cobalt, Town of Latchford, Municipality of Temagami and Township of Coleman
Paul Kelly	Municipal Appointee for Township of Larder Lake, Township of McGarry and Township of Gauthier
Kim Gauthier	Municipal Appointee for Township of Armstrong, Township of Hudson, Township of James, Township of Kerns and Township of Matachewan
Merrill Bond	Municipal Appointee for Township of Chamberlain, Municipality of Charlton and Dack, Township of Evanturel, Township of Hilliard and Town of Englehart
Maria Overton	Provincial Appointee

Regrets

Pat Kiely	Municipal Appointee for Town of Kirkland Lake
Vacant	Municipal Appointee for Township of Brethour, Township of Harris, Township of Harley, Township of Casey and Village of Thornloe
Vacant	Provincial Appointee

Timiskaming Health Unit Staff Members

Dr. Monika Dutt	Medical Officer of Health/CEO
Randy Winters	Director of Corporate Services
Kerry Schubert-Mackey	Director of Community Health

Also present

Christopher Oslund	Temiskaming Shores City Manager – Recording Secretary
--------------------	---

3. **PRESENTATIONS**

2018 Audited Financial Statements – Steve Acland of Kemp, Elliott & Blair LLP

Steve Acland presented and reviewed the 2018 Audited Financial Statements.

MOTION #15R-2019

Moved by: Merrill Bond

Seconded by: Maria Overton

Be it resolved that the Board of Health approves the 2018 Audited Financial Statements for the December Year-End as presented.

CARRIED

Steve Acland left the meeting at 6:52 p.m.

Strategic Plan Consultation Session – Ron Leduc and Andrea Griener of Clearlogic

Ron Leduc and Andrea Griener of Clearlogic participated via teleconference and reviewed the Strategic Plan Summary.

Discussion was held on acknowledging receipt of the Strategic Plan Summary rather than the adoption of a Strategic Plan given the recent Provincial developments concerning Boards of Health.

MOTION #16R-2019

Moved by: Mike McArthur

Seconded by: Paul Kelly

Be it resolved that the Board of Health acknowledges receipt of the Strategic Plan Summary as presented by Ron Leduc and Andrea Griener of Clearlogic

CARRIED

Ron Leduc and Andrea Griener left the meeting at 7:12 p.m.

4. **APPROVAL OF AGENDA**

MOTION #17R-2019

Moved by: Sue Cote

Seconded by: Kim Gauthier

Be it resolved that the Board of Health adopts the agenda for its meeting held on April 24, 2019 as amended with the following addition:

- 13c – Personal matters about identifiable individuals

CARRIED

5. **DECLARATION OF PECUNIARY INTEREST AND GENERAL NATURE**

None

6. **APPROVAL OF MINUTES**

It was noted that Casey Owens, Municipal Appointee for the Town of Kirkland Lake, was present at the March 6, 2019 Board of Health meeting but not noted in the minutes.

MOTION #18R-2019

Moved by: Jesse Foley

Seconded by: Casey Owens

Be it resolved that the Board of Health approves the minutes of March 6, 2019 as amended.

CARRIED

7. **BUSINESS ARISING**

None

8. **FINANCE SUB-COMMITTEE UPDATE**

Randy Winters advised that he is waiting for the annual reconciliation from the Ministry.

9. **REPORT OF MOH/CEO**

Dr. Dutt reported on various Conferences and Speaking Engagements that she will be attending.

MOTION #19R-2019

Moved by: Merrill Bond

Seconded by: Sue Cote

Be it resolved that the Board of Health approves the following upcoming Conferences/Speaking Engagements for the MOH/CEO to attend:

- Public Health Physicians of Canada (PHPC)
- Canadian Public Health Association (CPHA)
- Northern Constellations (NOSM)
- alPHa Conference

CARRIED

10. NEW BUSINESS**a. *Provincial Budget Announcement Update***

Dr. Dutt provided an overview of the impact of the Provincial Budget Announcement which is retro-active to April 1, 2019. Dr. Dutt prepared a letter to the Ministry which was reviewed by the Board.

MOTION #20R-2019

Moved by: Sue Cote

Seconded by: Casey Owens

Be it resolved that the Board of Health agrees to submit the letter to the Premier of Ontario and the Deputy Premier/Minister of Health and Long-Term Care in response to the new Ontario Budget and the impact on Public Health.

CARRIED

b. *Resolution: Vaping***MOTION #21R-2019**

Moved by: Mike McArthur

Seconded by: Kim Gauthier

Be it resolved that the Board of Health takes action to help protect residents from the harmful effects of vaping. It is recommended that the Timiskaming Board of Health:

1. Receive Vaping Promotion and Flavour Evidence Brief;
2. Receive the comments in response to the Health Canada *Notice of Intent (NOI) – Potential Measures to Reduce the Impact of Vaping Products Advertising on Youth and Non-Users of Tobacco Products – Appendix 1*;
3. Receive for information that THU staff will participate in the latest Federal consultation (announced April 11, 2019) on ways to reduce youth vaping;
4. Approve the Chair of the Board of Health to send a letter to the Minister of Health and Long-Term Care supporting the call from Ottawa Public Health recommending that action is taken to prohibit the sale of vaping flavours and products that appeal to youth and to prohibit point of sale advertisement – Appendix 2; and
5. Approve the Chair of the Board of Health to send a letter to the Minister of Health and Long-Term Care supporting the call from Peterborough Health Unit urging the Province to strengthen the Smoke-Free Ontario Act, 2017 and prohibit the promotion of vaping products.

CARRIED

c. Resolution: Alcohol

MOTION #22R-2019

Moved by: Merrill Bond

Seconded by: Casey Owens

Be it resolved that the Board of Health takes action to address the potential health and social harms associated with alcohol consumption.

It is recommended that the Timiskaming Board of Health:

1. Receive the Alcohol Briefing Note; and
2. Approve the Chair of the Board of Health to send a letter to the Minister of Health and Long-Term Care to develop a comprehensive, Province-wide strategy to minimize alcohol-related harm and support safer consumption of alcohol – Appendix 1.

CARRIED

d. Northern Fruit & Vegetable Program Funding Letter

MOTION #23R-2019

Moved by: Jesse Foley

Seconded by: Paul Kelly

Be it resolved that the Timiskaming Board of Health:

1. Receive the Northern Fruit and Vegetable Program (NFVP) Briefing Note; and
2. Approve the Chair of the Board of Health to send a letter to the Minister of Health and Long-Term Care requesting that funding be continued for the expansion schools (which includes Timiskaming), approved as base funding and further that funding agreements be quickly expedited - Appendix 1.

CARRIED

11. CORRESPONDENCE

a) alPHa Board Fitness Challenge – May 9, 2019

b) Bridges Out of Poverty – May 8, 2019

MOTION #24R-2019

Moved by: Mike McArthur

Seconded by: Sue Cote

Be it resolved that the Timiskaming Board of Health acknowledges receipt of the correspondence for information purposes.

CARRIED

12. **IN-CAMERA**

MOTION #25R-2019

Moved by: Sue Cote

Seconded by: Jesse Foley

Be it resolved that the Timiskaming Board of Health acknowledges agrees to move in-camera at 8:05 p.m. to discuss the following matters:

- In-Camera Minutes of March 6, 2019
- MOH-CEO Service Agreement Update
- Personal matters about identifiable individuals.

CARRIED

MOTION #26R-2019

Moved by: Merrill Bond

Seconded by: Paul Kelly

Be it resolved that the Timiskaming Board of Health agrees to rise with report at 8:50 p.m.

CARRIED

MOTION #27R-2019

Moved by: Sue Cote

Seconded by: Kim Gauthier

Be it resolved that the Timiskaming Board of Health approves the in-camera minutes of its meeting held on March 6, 2019 as presented.

CARRIED

13. **NEXT MEETING**

The next meeting of the Timiskaming Health Unit Board of Health will be held on May 29, 2019 in Kirkland Lake at 6:30 p.m.

14. **ADJOURNMENT**

MOTION #28R-2019

Moved by: Casey Owens

Seconded by: Maria Overton

Be it resolved that the Timiskaming Board of Health agrees to adjourn the meeting at 8:52 p.m.

CARRIED

Report Content

- [On Our Radar](#)
- [THU in Action - Our Stories](#)
- [Upcoming Events](#)
- [HR Update](#)

Q4 & Year-End Program Highlights

This report highlights fourth quarter program activities as well as some year-to-date data as we anticipate our 2018 annual report. Agency and cross cutting fourth quarter highlights include:

- Phase one strategic planning activities which included a staff survey and workshop supported by Clearlogic Consulting Professionals. Planning for Board Consultation and stakeholder engagement was also underway.
- An annual staff appreciation day was held (planned by Our Employee Wellness and Engagement Committee). The morning included a presentation from [Penny Tremblay](#) of Play Nice in The Sandbox. The presentation was based on her book "Give and Be Rich" and included tips for leading ourselves to shine, be well and enrich the lives of others.
- Our email newsletter for municipalities was launched. *Health for All: Bridging Municipal Action and Public Health* – is written for elected officials and municipal staff and highlights local opportunities for municipalities to affect the health of their communities through their decision-making. This first issue covered timely topics such as the Smoke-Free Ontario Act and Cannabis Retail. The newsletter and related resources are available on our website partner section [here](#).

On Our Radar

- District of Timiskaming Social Services Administration Board's first *Timiskaming Counts - Homelessness Enumeration* Report (November 2018) and infographic which can be found under social housing at [dtssab.com](#).
- Ongoing House of Commons debate re: Bill S-228, *An Act to amend the Food and Drugs Act (prohibiting food and beverage marketing directed at children)*.
- Implications and opportunities related to the revised [Canada's Food Guide](#).
- Results from Health Canada's consultation on the [regulation of cannabis edibles, extracts and topicals](#).
- Results from the [Ontario School Curriculum Consultation](#).
- An invitation to participate in a locally driven collaborative project (LDCP) on "Healthy Built Environments – A Provincial Framework for Healthy Community Design." The LDCP program, supported by Public Health Ontario, brings public health units together to develop and run research projects on issues of shared interest related to the Ontario Public Health Standards.
- A private members (MP) [motion](#) in the House of Commons re: Bill M-174 National Suicide Prevention Action Plan.

Timiskaming Health Unit in Action

Our people – our stories.

Foundational Standards

Population Health Assessment and Health Equity Q4 Highlights:

- Numerous internal data products were created or updated on a range of health topics. Staff use this information internally and with community partners to inform planning and decision making.
- Staff worked to select priority topics to include in our local health survey (Rapid Risk Factor Surveillance Survey) for a January launch date. To read more about the survey: our media release can be found [here](#) or at our [RRFSS web page](#).
- Worked in collaboration with partners to develop a proposal for an opioid surveillance system (see Enhanced Harm Reduction Update).
- Supported a Board of Health Resolution and letter re: A Population Health Perspective on Bill 47, Making Ontario Open for Business Act, 2018. This relates to the powerful link between income, employment security and working conditions and health outcomes.

Effective Public Health Practice

Program Planning, Evaluation and Evidence Informed Decision Making, Research, Knowledge Exchange, Communication, Quality & Transparency

- Continued our systematic annual planning process to facilitate completion of the Ministry Annual Service Plan. This includes ongoing continuous improvement work for tools and processes.
- Received a site visit and training from our Librarian through the shared library services partnership hosted at Thunder Bay Health Unit.
- Consulted with Temagami First Nations Health Director re: the NE LDCP Project timelines and next steps.
- For a glimpse at some of our health communications, visit our website www.timiskaminghu.com and scroll through our Facebook feed as well as click on our twitter feed and YouTube channel. Also visit our [News and Events](#) page for THU media releases. The health care provider section of our [web site](#) was revised and we distributed Public Health Matters - [Issue 14](#) - October 2018 <http://www.timiskaminghu.com/251/Health-Care-Providers>

Emergency Preparedness

In Q4 of this year, we continued to review our internal emergency response plan and processes and identified next steps. This includes the requirement to run a mock emergency exercise.

Chronic Disease Prevention and Well-Being

The following are key Q4 updates for 2018, organized according to the main goals within this program area:

Increase levels of physical activity among children & youth and make active living easier in our communities:

- Q4 saw the implementation of a campaign promoting active outdoor play among children. This included Board of Health endorsement of the [Position Statement on Active Outdoor Play](#) and subsequent sharing with service providers across Timiskaming. Distributed 423 English + 206 French postcards to child care providers to provide to families and others to clients of EarlyON and THU and complemented this with a social media campaign reaching 3,200 people. A [letter to the editor](#) on this topic and information sent to community partners also incorporated cautions related to health equity.
- THU responded with evidence about [Complete Streets](#) and [Vision Zero](#) to a Town of Kirkland Lake public consultation related to proposed changes to parking on Government Road.

Increase supportive environments for healthy eating behaviours:

- Continued implementation of the [Healthy Eating in Recreation Settings project](#) with the Town of Kirkland Lake and City of Temiskaming Shores through mentoring and support for food service providers and promotional events.
- Launched a Food Security Working Group with service providers interested in collaborating across Timiskaming to improve access to healthy food for those living with low income.
- In 2018, carried out 1 inspection of a new food premise and 4 re-inspections under the *Healthy Menu Choices Act, 2015*. All premises currently compliant.

Help community partners to deliver diabetes prevention behaviour change programming (100% funded):

- During Q4, supported community partners in the delivery, organization, promotion, funding and delivery of 2 Food Skills for Families in their respective community groups—20 participants in total.
- Also during Q4, completed the first half of the [Primary Care Diabetes Prevention Program](#) (12 weeks) in both Kirkland Lake (19 participants) and Temiskaming Shores (25).

Implement Tanning Bed Protocol: In 2018, received 0 complaints in relation to the 5 commercial tanning bed facilities currently operational in Timiskaming; no inspections required.

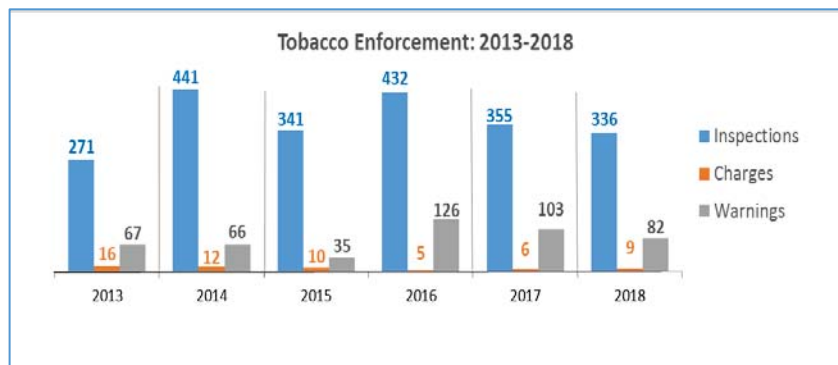
Substance Use and Injury Prevention

The following are key Q4 updates for 2018, organized according to the main goals within this program area:

Reduce tobacco use and exposure (Smoke-Free Ontario & Nicotine Replacement Therapy (NRT) funding):

- The Amended Smoke-Free Ontario Act (2017) came into force during Q4, resulting in much activity for this program area: mass media informing the public about changes to the law, distributing signage, and drafting [correspondence for all related stakeholder](#) (e.g. municipalities, school boards, schools, hospitals, colleges).
- Hosted [Ottawa Model for Smoking Cessation](#) workshop and cessation network meeting with representation from two Family Health Teams, two hospitals and CMHA, to continue strengthening tobacco cessation services across Timiskaming.

- Provided information about [amended Smoke-Free Ontario Act](#) and evidence related to health to support municipal decisions related to cannabis policy to all municipalities.
- Implemented two tobacco-related campaigns: reached over 3,500 people through contribution to a regional [testimonial campaign](#) to encourage quit attempts and partnered with veterinary offices district-wide to increase awareness of impacts of second-hand smoke.
- In Q4, there was a total of 49 brief tobacco cessation counselling sessions performed with 26 being unique clients and 199 NRT vouchers were dispensed. In 2018 overall, there were 199 sessions performed with 101 unique clients and 870 NRT vouchers were dispensed.
- Completed all mandated tobacco inspections (tobacco and e-cigarette retailers re: youth access and display and promotion and secondary schools re: signage)
- During Q3 & Q4 2018, THU issued 4 SFOA charges (2= Supply tobacco to a person who is less than 19 years old, 1= Hold lighted tobacco in prohibited place or area; 1= Failure of proprietor to ensure no ashtrays or similar equipment) and issued 43 SFOA warnings (all related to improper display or promotion of tobacco products). The chart summarizes annual number of inspections, charges and warnings.



Reduce the frequency, severity and impact of problematic substance use and injury

- A number of activities took place in Q4 with the Temiskaming District Road Safety Coalition: a campaign to promote pedestrian safety was launched in partnership with the City of Temiskaming Shores, including mass media, [social media](#), resources for schools, research support for modifications to the built environment to be considered by the municipality, work to support [safer road access](#) for St. Michel School in Temiskaming Shores and a general shift to balancing work on highway safety with the adoption of [Vision Zero](#).
- With Kirkland Lake Drug and Alcohol Awareness Coalition and in partnership with the Federal Tavern, piloted a [“Thank a DD” campaign](#) whereby free non-alcohol beverages were provided from Dec 14-31 2018 by the establishment to designated drivers. The initiative provided an opportunity to raise awareness of new impaired driving laws.
- In response to the legalization of non-medical cannabis that occurred concurrently with the amended Smoke-Free Ontario Act, THU also implemented a [campaign](#) to highlight the [Lower-risk Cannabis Use Guideline](#), with the key message that despite being legal, cannabis is not harmless.

Promote healthy aging and reduce the impact of falls for those aged 65 years plus (funded by NE LHIN):

- Implemented Fall Prevention Month [Campaign](#) focusing on being active in the winter months and a new winter walking fact sheet—included presentations in partnership with Temiskaming Shores Age Friendly Community.

Healthy Growth and Development

- Work was under way in Q4 to finalize the Positive Parenting situational assessment. This document describes current services, needs and gaps for children and youth and their families in our area and will be shared with partners to inform action.
- Staff worked on health communications to highlight various topics relevant to healthy growth and development such as safe sleep, pacifier use, car seat safety, infant feeding and prenatal classes.
- In 2018, there were 320 births in the Timiskaming district.

Number of newborns	
Years	Total
2013	337
2014	338
2015	345
2016	368
2018 (YTD)	320

Source: PHU-Newborn, BORN Ontario. Accessed Jan 2019.

A total of **55** families received home visits offered as part of the [Healthy Babies, Healthy Children Program](#) and of these, **36** families benefited from the *Blended Home Visiting Program* (visiting by a nurse and family home visitor). These families receive additional supports to optimize child growth and development.

Visits	2017	2018
Total # of Home Visits	325	418
Family Resource Worker Visits (FRW)	158	254
Public Health Nurses (PHNs) Visits	167	164

Breastfeeding: Continued daily monitoring of the new peer support Facebook page, of which approximately 90 women have accessed. Recruitment of peer supporters is ongoing and training will be offered in the new year. The peer supporters will offer telephone support to other breastfeeding moms across the district.

The Breastfeeding Working group, which consists of local delivering physicians, midwives, hospital staff and public health continues to work together towards creating positive changes in regards to breastfeeding, specifically, consistency of key messages given to families, staff training and supporting the hospital as it works towards BFI designation. The aim is to increase initiation rates as well as duration and exclusivity of breastfeeding.

Healthy Beginnings Clinic - Pre and Postnatal Nurse Practitioner Program

	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
Number of new clients	19	11	8	0
Number of visits	260	260	70	24
Of total visits, Total # of visits 0-6 years	124	127	26	7
Number of preconception and reproductive health visits	1	16	2	0

The nurse practitioner was away for part of Q3 and most of Q4 which contributes to the lower numbers presented.

School Health

The fourth quarter of the calendar year marks a school year well underway. In Q4, excluding oral health and vision clinics, the school team had over 485 interactions with schools in Timiskaming. Key activities include:

Healthy Eating and Active Living: Supporting Playground Activity Leaders at 4 schools. Supported local application for the Active School Transportation Grant, completed the pilot of You're the Chef in a school class setting, connected with schools to register for the Northern Fruit and Vegetable Program.

Immunization: Implemented the Grade 7 immunization program (13 clinics).

Mental Health Promotion and Resiliency: Continued Roots of Empathy delivery in 2 schools, actively support Youth Mental Health Champions– Jack Chapters in secondary schools. Attended indigenous student mental health and wellness event held by DSB1 Board staff.

Sexual Health/Healthy Sexuality: Delivered Healthy Relationship clinics which are off to slow start with a new school year and THU temporary staff shortage. Provided co-teaching and promotion of services (TDSS Gr 9).

Substance Use and Harm Reduction: Continued supporting tobacco prevention youth champions with ongoing training, recruitment and activities such as an interactive education booths on sacred tobacco. Delivered a health communication campaign on media literacy (awareness of marketing tactics used by tobacco and alcohol industries). Staff presented to all Northeast Catholic District School Board principals regarding the legalization and regulation of cannabis. We also supported District School Board Ontario North east with their new Naloxone program role out and a communication campaign related to substance use prevention. Began connecting with schools re: the revised Smoke-Free Ontario Act which includes e-cigarettes and vaping.

Oral Health Screening:

For the mandatory school screening program, Q4 (new school year) includes Grades 4 and 7 as per the revised Ministry Oral Health Protocol (2018).

+ excludes Grades 4 & 7 as of Q4 per the new protocol. Additional reduction in non-mandatory screening numbers is due to re-allocation of resources.

Oral Health - Dental Screenings					
	2014	2015	2016	2017	2018
<i>Pre-Kind/Kind & Grade 2 In-School Mandatory Program</i>	822	555	937	800	---
<i>Pre-Kind/Kind, Grade 2, 4 & 7 In-School Mandatory Program</i>					985
<i>Additional Grades In-School Screening</i>	1153	1043	2217	1350	654 ⁺
<i>Office Screenings</i>	345	292	238	248	231

Vision Screening Program:

In Q4, staff began implementing the newly mandated school vision screening program (senior kindergarten students) per the Ministry's *Child Visual Health and Vision Screening Protocol*. As of the end of Q4, 8 of 17 schools (47%) have received the screening program. All SK schools will receive screening by the end of the school year.

School Vision Screening Program	
Senior Kindergarten Students	2018
<i>Number Screened</i>	146
<i>Number Referred to Optometrist for Vision Exam</i>	62

Immunizations and Infectious and Communicable Disease Prevention and Control

Infectious and Communicable Disease Prevention and Control

- The first case of influenza in the district was reported late December. For the 2018-2019 Ontario surveillance season to date, it appears that the 2018-2019 influenza vaccine components are a good match with the circulating strains.
- 2018 saw many institutional outbreaks, which provided opportunities for collaboration and learning. See table below.
- The Designated Officer program, which helps to support emergency service workers take the appropriate steps of action when they may have been exposed to a communicable disease in the line of duty, was successfully launched with a training day in November. The training manual and the calling pathway have been successfully implemented since the launch of the program which clarified roles and responsibilities and better equipped emergency service workers with the ability to manage exposures in the workplace.

Infection Control				
Client Services	2015	2016	2017	2018
Reportable Disease Investigations (non-STI)	79	67	59	102
Outbreaks - Institutional	27	21	36	33
Outbreaks - Community	1	0	0	0
Animal Bite Reporting	77	29	85	77
Sexually Transmitted Infections (STI)	92	82	61	78
Personal Service Settings Inspections (hair salons, tattoos, piercings, aesthetics)	33	47	50	52

Immunization – Vaccine Safety and Vaccine Administration

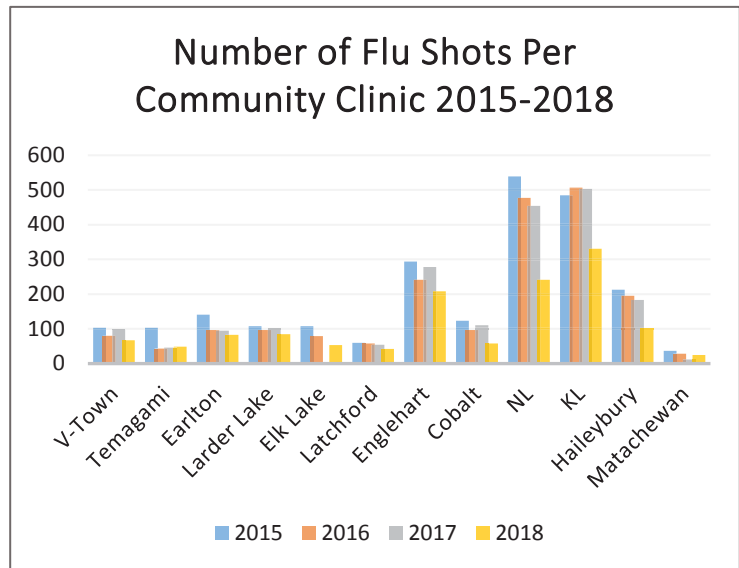
In 2018, 100% of annual vaccine fridge inspections were completed. Some facilities get more than one inspection per year due to follow-up.

Year	Vaccine Fridge - Cold Chain Inspection					
	KL		NL		ENG	
	Total inspections	Total failures	Total inspections	Total failures	Total inspections	Total failures
2015	14	4	26	12	6	6
2016	13	2	24	5	5	0
2017	12	10	28	7	5	2
2018	15	11	32	10	5	1

Immunization Program				
Immunizations Administered in Office	NL	KL	ENG	Total
# of clients receiving immunizations	2433	970	616	4019
# of immunizations administered	2920	1170	716	4806
Note: These numbers do not include Influenza Vaccine				

2018-2019 Universal Influenza Immunization Program

- For each influenza season, the THU reviews data to inform planning of our local program and allocation of resources. For the 2018-19 season, some community clinics were shorter in duration. We augmented in-office visits/clinics by appointment and continued to offer extra evening appointments in November.
- A provincial vaccine shortage and unclear recommendation for the multiple products was a challenge to navigate during this year's flu immunization program.
- In addition to health care providers, community Pharmacies continued to administer flu vaccines to clients over the age of 5 years old. Pharmacies receive their influenza vaccines directly from their suppliers rather than through Health Units, however Health Units are required to track pharmacy influenza inventory in Panorama. Between October and January, ten local pharmacies provided over 2,600 vaccines.



Travel Health Consultations				
Office	2015	2016	2017	2018
Kirkland Lake	317	272	259	210
New Liskeard	682	595	620	695
Englehart	81	<i>(included in New Liskeard Statistics)</i>		

Travel Health Program:

Timiskaming residents using the travel program in 2018 seemed to be chasing the sun with Jamaica, Dominican Republic, Thailand, Belize, Cuba, and Mexico being popular destinations.

Sexual Health				
Client Services	2015	2016	2017	2018
Male Clients	81	129	127	164
Female Clients	602	864	805	644
% of clients between 12-24				66%
Contraceptives	812	929	846	198
Plan B	48	41	25	23
STI Tests	208	215	201	257
Pregnancy Tests	33	28	36	37
Blood-Borne Infection Tests	79	124	97	140

Sexual Health Program:

THU sexual health services at include:

- Information on sexually transmitted infections (STIs), free testing and treatment of STIs;
- Confidential or anonymous HIV testing;
- Pregnancy testing and information about Emergency Contraception Plan B, affordable contraception and free condoms.

Harm Reduction Program:

In 2018, the harm reduction program rapidly expanded:

- 14,000 needles were returned via our new community sharps disposal bins, which is a 60% increase from the previous year.
- Staff provided training to 6 of 23 fire departments, equipping them with Naloxone as part of the voluntary Ontario Naloxone Program.
- The Harm Reduction distribution program expanded to the Pavilion and the Northern Treatment Centre in Kirkland Lake. New features this year include methamphetamine pipes and safe snorting kits.

Internal Harm Reduction Program					External Program
<i>Client Services</i>	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2018</i>
<i>Male Clients</i>	45	121	189	197	60
<i>Female Clients</i>	10	68	108	132	89
<i>Needles Distributed</i>	10,424	12,906	20,953	36549	3307
<i>Safer Snorting Kits</i>				107	66
<i>Pipes</i>				1386	344
<i>Naloxone Dispensed</i>				51	

The [Harm Reduction Program](#) at Timiskaming Health Unit includes:

- Needles, injection and inhalation equipment, and information for safer drug use;
- Provision of condoms, publically funded immunizations, BBI testing, and information about safer sex;
- Community referrals to services;
- Provision of Naloxone.

Harm Reduction Enhancement Program

Local Opioid Response and Naloxone Distribution Program

- 12 community stakeholders were consulted to inform the situational assessment and environmental scan.
- Recruitment of participants for our lived experience research project began.
- Many educational sessions were held in the community, with fire departments, and other stakeholder organizations on the Ontario Naloxone Program. Additionally, in conjunction with Porcupine Health Unit, THU developed and delivered a comprehensive Naloxone Education program for DSBONE.

Opioid Surveillance Strategy

In Q4, a strategy for local opioid surveillance began development with research, partner outreach strategies, and indicators being mapped. A formal opioid surveillance strategy will be developed by mid-2019.

Land Control

Over the course of 2018, our land control program was going through a transformation. As a long-time employee prepared to retire from the role of Chief Building Officer (CBO), a training program was put in place for another staff member. Completely new to the area of land control, this training included numerous courses, exams, and computer software management, which were all complimented by practical hands-on training in the field. In the fourth quarter of 2018, this training program was complete, with the staff member successfully fulfilling all requirements and is now registered as our Chief Building Officer (CBO).

Septic Systems	2014	2015	2016	2017	2018
<i>Permits Issued</i>	137	131	111	124	106
<i>File Searches</i>	57	60	60	66	64
<i>Severance/Subdivision</i>	20	15	15	29	20

Safe Water

Safe Water Inspections		
<i>Drinking Water</i>	<i>2017</i>	<i>2018</i>
Small Drinking Water Systems	19	44
<i>Recreational Water</i>		
<i>Public Beaches</i>	16	20
<i>Pools</i>	25	35
<i>Recreational Camps/Beachfront</i>	11	10

Healthy Environments and Climate Change

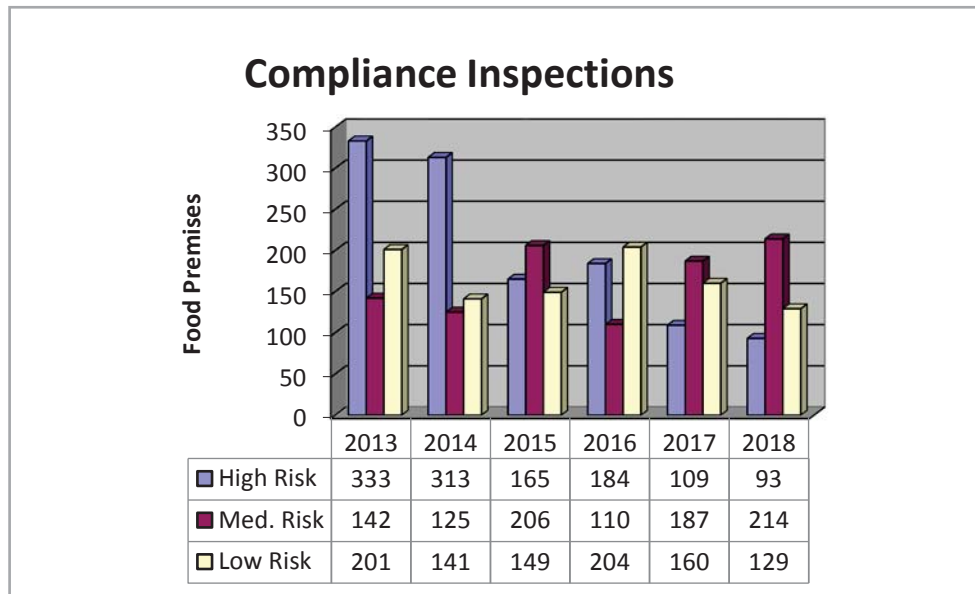
Heading into Q4, it had just been announced that the seven Northern Ontario public health units had formed a partnership to work in collaboration on healthy environments and climate change. A joint letter of intent for a funding proposal had just been accepted by Health Canada's *Climate Change and Health Adaptation Capacity Building Contribution Program*.

The new partners forged ahead in Q4 with next steps. Including a full proposal that outlined the objectives, outcomes, budget, timetable, and other planning details. Final submission took place at the end of Q4, while approval announcements would come at the beginning of 2019.

Note: In January 2019, the collaborative was informed that their proposal had been accepted. A commitment from Health Canada of \$300 000 in funding over two years.

Food Safety

As illustrated, compliance inspections in the fourth quarter complimented the 2018 year end totals. This on-going work is the core component of our food safety program. Throughout the year, additional time was spent with food premise owners/operators to ensure they were aware of new regulation requirements and how to comply with them.



Also shown is our food handler certifications. The substantial increase in 2018 relates to a regulation change requiring certified food handlers in a food premise.

Food Handler Certifications				
	2015	2016	2017	2018
Englehart	63	26	23	75
New Liskeard	90	68	144	351
Kirkland Lake	70	41	58	127
Total	223	135	225	553



Upcoming Events

The following list contains *some* of the upcoming events and opportunities that THU staff are participating in or supporting.

MARCH	APRIL
<ul style="list-style-type: none"> A Culture of Racial Equity in Public Health Workshop hosted at Public Health Sudbury and Districts 	<ul style="list-style-type: none"> Oral Health Month
<ul style="list-style-type: none"> National Nutrition Month and Dietitians Day (Mar. 20) 	
<ul style="list-style-type: none"> The Ontario Public Health Conference (TOPHC) 	

Human Resource Update

The comings and goings of our colleagues



New Staff:

- Public Health Nurse – New Liskeard - Permanent (January 2019)
- Public Health Nurse – New Liskeard - Permanent (January 2019)
- Public Health Inspector – Kirkland Lake – Permanent/Part-Time (March 2019)

Resignation:

- Dental Assistant – New Liskeard – Permanent (February 2019)

Retirement:

- Public Health Nurse – Kirkland Lake - Permanent (January 2019)

Current Vacancies:

- Public Health Nurse – Kirkland Lake - Permanent
- Dental Assistant – Kirkland Lake – Permanent/Seasonal

Report contributors: Randy Winters –Director of Corporate Services , Kerry Schubert-Mackey –Director of Community Health, Program Managers; Ryan Peters , Angie Manners, Erin Cowan (CNO), Amanda Mongeon. Executive Assistant: Rachelle Cote.

Report Content

- Hot Topics
- [THU In Action](#)
- [Upcoming Events](#)
- [Human Resources Update](#)

On Our Radar

Hot Topics

With the April 11, 2019 Ontario Government budget came plans to significantly restructure [Ontario's public health system](#) (page 119), including a replacement of its 35 health units with 10 new regional public health entities with new boards under a common governance model and adjustments to the provincial-municipal cost sharing. Also announced was new funding for seniors oral health. Responses from the Association of Local Public Health Agencies (alPHA), its member public health units and other partners are available [here](#).

The Northeast Public Health Unit collaboration that formed in 2017 to identify opportunities for efficiencies and effective quality public health work has evolved given the new provincial direction.

Also on our radar is the transformation of Ontario's Health Care System and the creation of local [Ontario Health Teams](#). Further details on all of these areas will be provided at the Board meeting on May 29th.

Climate change has been making headlines. Environment and Climate Change Canada released a new report (April, 2019) as part of the national assessment [Canada in a Changing Climate: Advancing our Knowledge for Action](#). The [report](#) provides the foundation for future reports addressing climate change impacts including the Health of Canadians in a Changing Climate Report (planned release 2021). An infographic depicting what to expect re: climate change is available [here](#). THU is part of a group of 7 public health units in northern Ontario (announced May 1, 2019) who will be working together on climate change and health vulnerability and adaptation reports over the next 2 years with funding support from Health Canada. More information can be found [here](#).

A National Suicide Prevention Action Plan (M-174) was unanimously supported by parliamentarians on May 8, 2019. M-174 includes a commitment to surveillance and monitoring and culturally appropriate community-based suicide prevention programs. THU provided a letter of support to local MPs. Still before the Senate and needing Royal Assent is Bill S-228, Child Health Protection Act, which, when passed, would ban food and beverage marketing to children under 13 years of age.

The 2017 Annual Report of the Chief Medical Officer of Health of Ontario was released February 2019. The report, entitled [Connected Communities: Healthier Together](#), details how social connection and sense of community are important measures of our health and well-being. The report provides recommendations to address the growing public health issue of social isolation, stress and loss of community. Recommendations include community-friendly governments, public health units as community enablers and all organizations and individuals to be community-centred and community-driven.

Timiskaming Health Unit in Action

Our people – our stories.

General Report

The following are Q1 highlights of program work that crosses over many program areas:

Annual Service Plan and Budget Request: substantive work was done in Q1 to prepare the Annual Service Plan and budget due to the Ministry on March 30. This work was well informed by the ongoing work of staff related to foundational standards work; assessing need, planning, monitoring and continuous improvement of programs and services.

THU Strategic Plan: THU completed its draft strategic plan which was acknowledged by the Board at its April 24th meeting. Work is continuing to incorporate what was learned through the process into current activities and future planning.

Ministry Program/Performance Activity Reporting: 2017 Public Health Performance Management outstanding year-end indicator final validation was completed. We also received the 2018 Q4 Program Activity Reporting (process level indicators and narrative statements) instructions in February. Staff prepared for this reporting (deadline was extended to April). The instructions also included future reporting requirements to phase in for 2019. Separate reporting also occurred for the 2018 Needle Exchange Program and the Harm Reduction Program Enhancement. The annual monitoring report (2018) for the Healthy Babies, Healthy Children Program was also submitted in Q1.

Foundational Standards

Population Health Assessment

In Q1 media communications were developed and implemented to promote the local RRFSS (Rapid Risk Factor Surveillance System) survey. This survey will collect information about the beliefs, health and behaviours of Timiskaming residents to help improve the health of our communities. The campaign included a media release, updating THUs' [website](#), Facebook posts, and print ads.

Apart from that, data was analyzed and updated on many socio-behavioural and environmental factors. Information was shared for use by staff internally and in collaboration with stakeholders. Also responded to external requests for data.

Health Equity

Staff participated in focus groups to inform an assessment on organizational capacity for health equity work per the Ontario Public Health Standards. A profile of social determinants of health in Timiskaming was also created.

An organizational Health Equity committee has been created.

Research, Knowledge Exchange,

THU staff participated in a focus group for a Locally-Driven Research Project: Healthy Built Environments – A Provincial Framework for Healthy Community Design.

Staff continued to work on an ethics policy and procedure for THU evidence generating activities. Staff also connected with a local NOSM Family Medicine Resident to support a case study write-up related to a local Trichinosis outbreak.

Staff attended a local partner research event related to evaluating *Nurturing the Seed: A Developmental Support Planning Model for Working with Indigenous Infants, Children and Families*. This initiative supports the infant and early mental health of Indigenous children. THU has offered to participate in or support the research steering committee.

Communication, Quality and Transparency

One of the many ways we communicate is through our agency website timiskaminghu.com. Being able to use the knowledge of how our website is being used will assist with evaluating its effectiveness for certain campaigns or topics. In Q1, we worked with our website developer to create a routine monthly traffic report, which will show which pages are accessed and how often. The report will be available for use starting in mid Q2.

Another way we reach out is through specific media releases. These releases highlight a given topic and often provide specific new information or data relative to our district. In Q1, we issued four media releases, ranging in topics from national non-smoking week, healthy eating in recreational settings, the new Canada Food Guide, and the announcement of a local health survey.

Emergency Preparedness

Being prepared for any emergency situation is a responsibility everyone has. In Q1, we took a closer look at potential flooding situations due to the increased amount of snowfall our area had this year. A review of our emergency preparedness section of our website took place to ensure it contained proper information and links to accredited sources regarding not only flooding hazards but numerous other public health risks as well, such as severe storms, power outages, and forest fires.

Chronic Disease Prevention and Well-Being

Plans including quarterly timeline estimates exist for all areas of work within CDPWB. In some cases, activities planned for Q1 of 2019 were postponed because of community partners' readiness or schedules. Otherwise, all work is moving ahead as planned. Activities completed within Q1 of 2019 include:

Healthy Eating

- Hosted a Dietetic Intern for a 6 week public health placement. The intern assisted with conducting food affordability surveillance for 2019, created a communications plan for the [local and charitable food map](#) and carried out research and knowledge sharing with THU staff on the topics of climate change and food systems, and cannabis edibles.
- Provided community and staff education about the new Canada's Food Guide including staff presentation, [earned media](#) and a series of 5 free grocery store tours for the public.

Diabetes Prevention Project Timiskaming (100% Ministry Funded)

- In collaboration with community partners, the [Fresh Start](#) diabetes prevention program was implemented in both Kirkland Lake and Temiskaming Shores with over 30 participants. Evaluation results and research on effective ways to sustain behaviour change will inform future implementation of this program.



Physical Activity

- Initiated work with a local Kirkland Lake childcare to develop an Active Outdoor Play policy.
- With Bicycle Friendly Community Committee, presented proposal for development of municipal cycling infrastructure to City of Temiskaming Shores council.
- In partnership with Temiskaming KidSport, secured grant of \$1K from Temiskaming Foundation to purchase supplies needed to implement [Bicycle Exchange](#) in June 2019.
- Submitted letter to Town of Kirkland Lake to support informed decision-making related to changes in downtown road design.

Substance Use and Injury Prevention

Plans including quarterly timeline estimates exist for all areas of work within IPSU. In some cases, activities planned for Q1 of 2019 were postponed because of community partners' readiness or schedules. Otherwise, all work is moving ahead as planned. Activities completed within Q1 of 2019 include:

Prevention Substance Use, Injury related to Substance Use

- Finalized THU policy and procedures re: nurses offering Brief Contact Intervention for tobacco use to clients and policy and procedures for dispensing free Nicotine Replacement Therapy to clients who face barriers to access.
- Carried out 3 community presentations about legal substances (alcohol, cannabis, tobacco).

Prevention of Injuries

- Worked with local youth soccer clubs to integrate concussion prevention, recognition and follow-up information.
- In partnership with Temiskaming District Road Safety Coalition, adopted [Vision Zero](#) approach to road safety and continued promoting [/Stop you Stop](#) campaign for schools bus safety.

Promotion of Mental Health

- Adopted positive mental health in the workplace campaign [Not Myself Today](#) to promote positive mental health in the workplace prior to promoting in other workplaces.

Tobacco Use Prevention, Protection and Enforcement (100% funded)

- Provided [updates and information](#) about amended *Smoke-Free Ontario Act (2017)* to school boards, schools, municipalities, residential care facilities, hospitals, vape shops and campuses.
- Distributed signage and additional resources related to enforcement of smoking and vaping of tobacco or cannabis, and educational resources about vaping for schools, parents and youth.

- Issued 2 charges (supplying tobacco to a minor, failure to ensure no ashtray in a workplace) and 17 warnings (mostly related to display/promotion or failure of employer to meet obligations) under *Smoke-Free Ontario Act (2017)*.
- Responded to [Health Canada's Consultation](#) "Potential measures to reduce the impact of vaping products advertising on youth and non-users of tobacco products".

Older Adult Falls Prevention (Stay on Your Feet)

- Participated in NE LHIN-Timiskaming Service Providers Collaborative Transportation Working Group to work towards reducing transportation barriers for older adults within Timiskaming.
- Reconnected with Town of Kirkland Lake Age Friendly Community efforts, supported development of KL [Community Services Guide](#).
- Facilitated adaptation of "Exercises at the Kitchen Sink" guide for use by older adults.
- Developed Guide to Living Independently for Older Adults.

Healthy Growth and Development

During Q1, staff have been maintaining and fostering working relationships with partners. Q1 activities included:

- Connecting with our Indigenous partners at Kunuwanimano and Temiskaming First Nations to discuss car seat safety and training of staff.
- Enhancing our collaboration with Temiskaming Hospital to ensure the Healthy Babies, Healthy Children (HBHC) screen is completed and entered into BORN as per the provincial mandate. This allows for families to receive timely and appropriate services, including the HBHC Blended Home Visiting program.
- Connecting with Sages-Femmes Temiskaming Midwifery to discuss requests for services received from the Anabaptist community, specifically the Amish community.
- Re-invigorating the local Breastfeeding Peer Support Program with training of peer volunteers to occur in June 2019.
- Co-chaired the Timiskaming Children Services Planning Table meeting.
- Reviewed and renewed our commitment to uphold THU's Baby-Friendly designation.
- Connected with the local health care provider Breastfeeding Working Group to address breastfeeding rates, current practices and resources. This group meets on a quarterly basis.

School Health

While planning for the calendar year is a focus in the first quarter of 2019, staff continue to deliver programs and services that are aligned with the school year. The following are Q1 activity highlights:

- Mental Health Promotion and Resiliency: supported youth mental health champions and related initiatives. Received \$20K in funding to work in partnership with secondary schools re: youth mental

health champion project through RNAO. Consulted with schools, school boards and students to develop work plans.

- Roots of Empathy Program: delivery ongoing in 2 schools.
- Tobacco Use Including Vaping: worked with youth champions to implement education and awareness activities (3 schools). Information distributed to schools and school boards as noted above.
- Healthy Eating and Physical Activity: prompted and supported schools delivering Playground Activity Leaders (PALS), Nutrition Month, and related school initiatives.
- Northern Fruit and Vegetable Program (100% funded): supported fruit and vegetable delivery phase which runs January-June. In late March we learned the program would be paused for Timiskaming schools due to Provincial budget uncertainty. Staff advocated for program with Ministry of Health and Long-Term Care and prepared communications for school boards and schools.
- Sexual Health – Healthy Sexuality: offered healthy relationship clinics at 4 schools, provided co-teaching upon request.
- Immunization: prepared for next round of Grade 7 and 8 to 12 school clinics and ongoing assessment of records.
- Other: JK Registration Packages prepared and disseminated.
- Vision Screening: another 74 SK students were screened in the first quarter, with 35 of those receiving a recommendation for a full eye exam. This positive screening rate aligns with related Ontario research which demonstrated a 40% referral rate.
- Oral Health Screening: Q1 is a busy time for the oral health program. Along with ongoing screening, the staff planned for Oral Health Month (April). The team worked with a local school to plan and host an educational event at the health unit. The JK class from St. Pats school in Cobalt enjoyed learning from staff and getting a tour of the THU oral health facilities.

Additional initiatives related to school health are described under other program updates.

Childcare program emphasis on assessing immunization records some programming captured under other program updates.

Infectious and Communicable Disease Prevention and Control

Influenza/Immunizations

Staff wrapped up the seasonal influenza immunization program which included an analysis of over 600 surveys completed by attendees of the community flu clinics. The data provides valuable information on communication modalities, satisfaction with location and time of clinics, and some demographic information. Responses to the survey were overwhelmingly positive.

Timiskaming took part in a consultation and feedback session on this year's influenza program with the ministry of health and long term care, providing feedback from a local and rural perspective. THU also managed several vaccine shortages for both paid and publicly-funded immunizations in the last quarter. Staff demonstrated great teamwork to ensure that vaccines were appropriately prioritized, wastage was minimized, and inventory management best practices were maintained.

Infection Prevention and Control

THU staff have been busy supporting the annual winter spike of institutional outbreaks and continuing to improve the tools that support institutions in managing and mitigating outbreaks. In Q1, there were ten institutional

outbreaks: five enteric and five respiratory. Additionally, staff have been busy managing reports of sporadic cases of diseases of public health significance.

Sexual Health/Harm Reduction

The needle exchange program continues to grow, as well as the naloxone dispensing activities. THU recently signed agreements with two additional health agencies to distribute harm reduction supplies and naloxone: CMHA New Liskeard and Kirkland Lake and Mino M'shki-ki in New Liskeard. Active promotion of Naloxone to fire departments program wrapped up with 9/23 volunteer fire departments receiving training to date. Training will continue upon request and promotion will occur annually. Priorities in the next quarter include: launching an opioid surveillance snapshot and a regular surveillance bulletin by engaging partners in data collection and completing interviews in the narrative inquiry qualitative research project. The Sexual Health team has also been busy with managing sexually transmitted and blood borne infections in partnership with the methadone clinics in Haileybury and Kirkland Lake.

Environmental Health

The first quarter of every year sees a lot of preparation for the upcoming spring and summer periods, which are traditionally a very heavy time of year for the environmental health team. This year, a specific software program upgrade is taking place, with the final planning completed in Q1. For all programs in the Environmental Health portfolio the software program Hedgehog is used for all data management. This upgrade will ensure we are utilizing the most current tools and features the program has to offer, which will allow for enhanced data collection and management.

In the safe water program the creation of the [Spring Newsletter for Small Drinking Water Systems](#) (SDWS) takes place. This newsletter is sent to owners/operators of SDWS and is a reminder of what they need to know prior to operating their system and the ongoing requirements associated with it. This year we also include a piece on enforcement, including what potential fines could take place should compliance not be met.

Planning in the safe food area also begins to ramp up as our Public Health Inspectors plan out their yearly inspection schedules. Also, safe food handling courses are planned for the year, and an early look at what seasonal food premises will be opening occurs.



Upcoming Events

The following list contains *some* of the upcoming events and opportunities that THU staff are participating in or supporting.

- **June** – alPHa [AGM and Conference](#)
- **June 21** – [National Indigenous Peoples Day](#)
- **June 6** – Grand Opening Mino M’shki-ki Indigenous Health Team New Liskeard
- **November 13th** OPHA Fall Forum on health and climate change.

Human Resource Update

The comings and goings of our colleagues



New Staff:

- *Public Health Nurse, Kirkland Lake, Permanent (April 2019)*

Resignation:

- *Research-Policy-Planning-Analyst, New Liskeard – Permanent (May 2019)*
- *Nurse Practitioner, Elk Lake, Permanent (June 2019)*

Current Vacancies:

- *Public Health Nurse – School Team – Kirkland Lake (Maternity Leave)*
- *Public Health Inspector Student – District Wide*
- *Research-Policy-Planning Analyst – New Liskeard – Permanent*
- *Dental Assistant – Kirkland Lake - Permanent*



Report contributors: Randy Winters –Acting Chief Executive Officer/Director of Corporate Services , Kerry Schubert-Mackey – Director of Community Health, Program Managers; Ryan Peters , Angie Manners, Erin Cowan (CNO), Amanda Mongeon. Executive Assistant: Rachelle Cote.

1. CALL TO ORDER

Meeting called to order at 1:27 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"/> Tim Uttley, Fire Chief |
| <input checked="" type="checkbox"/> Chris Oslund, City Manager | <input checked="" type="checkbox"/> Clayton Seymour, Chief Building Official |
| | <input checked="" type="checkbox"/> Kelly Conlin, Executive Assistant |

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. APPROVAL OF AGENDA

Recommendation PPP-2019-024

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee agenda for the May 7, 2019 meeting be approved as printed.

Carried

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PPP-2019-025

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee minutes of the April 18, 2019 meeting be adopted as presented.

Carried

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

Mayor Kidd declared Conflict on Closed Session – Animal Control. Mayor Kidd provided the signed declaration form to the Municipal Clerk.

7. PRESENTATIONS

8. CORRESPONDENCE FROM COUNCIL/INTERNAL COMMITTEES

9. BUILDING AND BY-LAW

9.1 Retaining wall – Lakeshore Road

Discussion:

There is a retaining wall in front of 758 Lakeshore Road is collapsing. Clayton will be investigating options regarding its repair and will be contacting the property owner. On going.

9.2 Unsafe Buildings

Discussion:

The Committee was updated on the status of the Uniboard clean up. The City, through an RFQ process, has hired Lathems to complete a clean up of the area that collapsed. The cost of the clean up will be paid by the City, and then added to the tax roll for collection from the property owner.

10. FIRE AND EMERGENCY SERVICES

10.1 Monthly Fire Report

Discussion:

Tim Uttley reviewed the monthly fire report, as well as, information for the upcoming emergency preparedness week.

11. ECONOMIC DEVELOPMENT

11.1 Land Clearing – Industrial Park

Discussion:

The Public Meeting for the land clearing in the industrial park is tonight. There could potentially be a few contractors that are interested in submitting a bid. Once a contractor is selected, there will be a report to Council.

11.2 CIM 2020 Event Coordination

Discussion:

James Franks was contacted by Fed-Nor with a request for the City's economic development staff to facilitate a Northern Ontario booth at the annual CIM (Canadian Institute of Mining)

event in 2020 in Vancouver. This would be similar to what James does for Northern Ontario at the annual PDAC event. The Committee agreed to support a one-year trial.

Recommendation PPP-2019-026

Moved by: Councillor Doug Jelly

Be it resolved that:

The Protection to Persons and Property Committee hereby supports a one-year initiative at the CIM 2020 event in Vancouver.

Carried

11.3 Forestry sector support

Discussion:

James Franks has been contacted by members of the local forestry sector on what the City can do to assist them in their industry. Awareness, advocacy at the provincial level, education and skilled labour is what forestry is lacking at this current time. James will continue to work on initiatives that could assist.

11.4 Rendez Vous Canada

Discussion:

James Franks made the Committee aware of this upcoming event he is attending where the City will be promoting the Lake Temiskaming Lake tour.

11.5 FNETB Working Together Conference

Discussion:

James Franks made the Committee aware of the Far North East Training Board (FNETB) conference that is going to be hosted here in Temiskaming Shores. There is no cost to host, other than the donation of hall space.

12. CLOSED SESSION

Recommendation PPP-2019-027

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee convenes into Closed Session at 2:53 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

Carried

Recommendation PPP-2019-028

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee rise without report at 3:04 p.m.

Carried

13. NEXT MEETING

The next Protection to Persons and Property Committee meeting is scheduled for June 20, 2019 starting at 1:30 p.m.

14. ADJOURNMENT

Recommendation PPP-2019-029

Moved by: Councillor Mike McArthur

Be it resolved that:

The Protection to Persons and Property Committee meeting is adjourned at 3:05 p.m.

Carried

1.0 CALL TO ORDER

The meeting was called to order at 11:25 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

None

4.0 ADOPTION OF AGENDA

Recommendation BM-2019-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee Meeting Agenda for the May 14, 2019 meeting be adopted as printed.

Carried

5.0 REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation BM-2019-024

Moved by: Councillor Doug Jelly

Be it resolved that:

The Building Committee Meeting previous meeting minutes of April 18, 2019 be adopted as presented.

Carried

6.0 DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7.0 PRESENTATIONS

None

8.0 UNFINISHED BUSINESS

8.1 New Liskeard Library Update

Discussion:

The sewer and water lines into the new location have been replaced and work continues to prepare the building.

8.2 Bucke Park

Discussion:

The water and power have been turned on and the park is ready to accept the seasonal campers. The docks have yet to be placed due to high water levels.

8.3 CDM – Municipal Energy Plan

Discussion:

No update

8.4 Roof Collapse – 200 Lakeshore (Public Works)

Discussion:

Construction on the replacement shed will begin shortly.

8.5 Fuel Tanks – North Marina Haileybury

Discussion:

The fuel that was remaining in the tanks has been removed and will be returned to the tanks once they have been relocated.

9.0 NEW BUSINESS

9.1 Budget Update

Discussion:

Mitch Lafreniere provided the Committee with an update in regards to the Building Maintenance and Fleet items contained in the 2019 budget.

9.2 Ice damage to infrastructure

Discussion:

The Haileybury south marina was significantly damaged by wind, ice and raising water levels. Until the water levels recede, we will not know the extent of the damage. More information will be presented to the Committee as it becomes available.

9.3 Parking spots – City Hall Parking Lot

Discussion:

Mayor Kidd has requested that first 3 parking spots in our main parking lot on the west side be designated Visitor Parking. Mitch will coordinate having appropriate signage put in place. The spots are currently reserved for City owned vehicles, however, they will be relocated to the other side of the parking lot.

10.0 NEXT MEETING

The next meeting of the Building Maintenance Committee will be scheduled for June 20, 2019 at 10:30 a.m.

11.0 ADJOURNMENT

Recommendation BM-2019-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Building Maintenance Committee, be hereby adjourned at 12:02 p.m.

Carried

1. CALL TO ORDER

The meeting was called to order at 8:35 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 checked="" 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 | |

Others in attendance:

Tammie Caldwell, Director of Recreation – Presentation on cycling paths

Britt Herd and Dan MacDonald, Miller Paving – Golf Course Bridge Rehabilitation Project

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

5. APPROVAL OF AGENDA

Recommendation PW-2019-030

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee agenda for May 14, 2019 the meeting be approved as printed.

Carried

6. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation PW-2019-031

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee minutes for the April 18, 2019 regular meeting be adopted as presented.

Carried

7. PRESENTATIONS

7.1 Britt Herd – Miller Paving: Golf Course Bridge

Discussion:

Britt Herd and Dan MacDonald of Miller Paving attended the meeting to discuss their recent proposal for the Golf Course Road Bridge Rehabilitation project, which came in approximately \$300K over the budgeted amount. With the cancellation of the Albert Street project, the City has sufficient funds to cover the unfunded amount. A full report will be presented at the May 21st Council meeting.

Recommendation PW-2019-032

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee hereby supports the recommendation outlined in PW-016-2019: Golf Course Road Bridge Rehabilitation report.

Carried

7.2 Update – Cycling Routes

Discussion:

Tammie Caldwell presented a summary of the requests from the Bicycle Friendly Committee, which was recently presented and supported by the BIA.

Recommendation PW-2019-033

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee supports the following as part of the 2019 line marking work to address the requests from the Bicycle Friendly Committee:

- The installation of a lane on Georgina Avenue with sharrows and a connector up View Street to Rorke Avenue (Ste. Croix) and;
- The installation of sharrows and green blocks on the bridge on Armstrong Street and further that; the Committee encourages the Bicycle Friendly Committee to implement an education program and develop a master plan in cycling routes within the City.

Carried

8. INTERNAL/EXTERNAL CORRESPONDENCE

8.1 Letter from Robert & Amy Burrows Re: Garbage on Firstbrooke Line Rd.

Discussion:

The Committee reviewed a letter from Robert and Amy Burrows, who have concerns with the amount of litter being left on the Firstbrook Line Rd, leading to the Haileybury landfill. It seems as though if the landfill is closed, people are dumping their garbage at the gates. Public Works staff attempt to clean the general area around the landfill once a week, however at times, the litter can be excessive. The Ministry of Natural Resources and Forestry are aware of this problem and are willing to investigate and charge those responsible. Public Works will also look at installing surveillance and signage in the area. Mayor Kidd will respond to the Burrows.

9. UNFINISHED BUSINESS

9.1 WOOD - New Waste Management Capacity

Previous Discussion:

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

Discussion:

The Environmental Assessment (EA) has been received with some conditions. A representative from WOOD will be presenting the information contained in the EA to Council, as well as providing information on what the next steps in the process are. The Committee inquired about Cobalt's financial obligations to both the closure of the Haileybury Landfill and the re-opening of the New Liskeard Landfill. Depending on the requirements of the EA, as well as monitoring of the Haileybury landfill once it's closed, the costs could be significant. Staff will investigate the current agreement and report back.

9.2 Public Works Staff Training

Previous 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.

Discussion:

Four members of the Public Works Department will be starting their diploma in Executive Management in the fall of 2019. Members of the Environmental Division will be working on a prep course for Level 1/2 Sewer.

9.3 Public Works Department Update

Previous Discussion

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

Discussion:

Public Works Week starts next week with several activities planned. The two summer students will be starting shortly.

9.4 Full Solid Waste Management Program

Previous 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.

Discussion:

Steve Burnett has received a call from our recycling processor who indicated there has been a significant reduction in the amount of contaminated waste in the City's recycling.

The City has received a letter from Phippen Waste Management in regards to an extension of the current contract. The contract would address any changes associated with the Waste Free Ontario Act that may occur.

The options presented in the proposal are as follows:

Option 1 - 5-year extension to existing contract at an increase of 5% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year

Option 2 – 10-year extension to the existing contract at an increase of 2% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year

Option 3 – 15-year extension to the existing contract with plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year, renegotiate after first 5 and 10 years.

Recommendation PW-2019-034

Moved by: Mayor Carman Kidd

Be it resolved that:

The Public Works Committee hereby request that staff re-negotiate Option # 3 of the proposal from Phippen Waste Management for a 15-year extension to the existing contract with no negotiations at 5 and 10 years and only a CPI increase applied annually.

Carried

9.5 2019 Roadway Rehabilitation Program

Previous Discussion:

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

Discussion:

Miller Paving will be getting started within the next couple weeks.

The Committee inquired as to whether or not the rumble strips along the STATO trail will be completed this year.

9.6 Traffic Impact Study – Grant Drive Area

Previous Discussion:

No update

Discussion:

The City is still waiting on written confirmation from the Ministry of Transportation on their level of commitment to the Grant Drive Extension.

9.7 Funding Applications

Previous 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.

Discussion:

The Township of Harley has submitted the joint applications for the Uno Park East Bridge project and James Franks has submitted an application for the Dymond Looping Phase II project.

9.8 Strategic Plan – Update

Previous 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.

Discussion:

No update

9.9 Crosswalk – John Street/Whitewood Avenue

Previous Discussion:

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

Discussion:

No update

9.10 Beach Gardens

Previous Discussion:

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

Discussion:

Construction is underway at the Beach Gardens development. Council will be reviewing a request to accept the roadway at an upcoming Special Council meeting.

9.11 Uniboard Facility – Lakeshore Road

Previous 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.

Discussion:

There is still no hauling of leachate at this time.

Lathem's have started the clean up at the site where there was a collapse.

9.12 ONR – Office Terminal at the Chamber of Commerce

Previous Discussion:

No update

Discussion:

No update

9.13 Bicycle Paths

Previous 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.

Discussion:

This topic was discussed under presentations and a recommendation passed.

9.14 Asset Management Software

Previous 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

Discussion:

After further discussions, staff determined the City is not in the best position to go ahead with the software purchase at this time.

10. NEW BUSINESS

10.1 Gravel Application – Rural Roads

Discussion:

Mayor Kidd brought forward a concern about the some of the gravel roads in the City being down to clay and inquired as to whether or not the Public Works staff would be able to haul gravel out to these roads and have them graded. Doug Walsh and Jamie Sheppard explained to the Committee that we have limited trucks and at times they are busy helping with other jobs such as water breaks. However, the City can hire trucks to specifically haul the gravel if Council choses to do so. Councillor Whalen asked if the City had made any decisions of the one-time funding from the provincial government that we are receiving (\$700K). The Committee discussed the benefits of using the funding for a rural roads program.

Recommendation PW-2019-035

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee recommends to Council that the one-time efficiency funding be directed to a rural roads program and further directs staff to report on the justification of the efficiencies.

Carried

11. ADMINISTRATIVE REPORTS

11.1 PW-016-2019: Award Golf Course Bridge Rehabilitation Project

Discussion:

Reviewed as part of the presentation.

12. NEXT MEETING

The next meeting of the Public Works Committee is scheduled for June 20, 2019 to commence at 8:30 a.m.

13. ADJOURNMENT

Recommendation PW-2019-036

Moved by: Councillor Danny Whalen

Be it resolved that:

The Public Works Committee meeting is adjourned at 11:20 a.m.

Carried

1. CALL TO ORDER

Meeting called to order at 3:12 p.m.

2. ROLL CALL

Mayor Carman Kidd

Christopher W. Oslund, City Manager

Councillor Jeff Laferriere

Shelly Zubyck, Director of Corporate Services

Councillor Danny Whalen

Laura Lee MacLeod, Treasurer

Kelly Conlin, Executive Assistant

Guests:

Councillor Doug Jelly

Steve Burnett, Technical and Environmental Compliance Coordinator

3. REVIEW OF REVISIONS OR DELETIONS TO AGENDA

None

4. APPROVAL OF AGENDA

Recommendation CS-2019-022

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee agenda for the May 30, 2019 meeting be approved as printed.

CARRIED

5. REVIEW AND ADOPTION OF PREVIOUS MINUTES

Recommendation CS-2019-023

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee minutes of the April 1, 2019 meeting be approved as presented.

CARRIED

6. DISCLOSURE OF PECUNIARY INTEREST AND GENERAL NATURE

None

7. CORRESPONDENCE

8. UNFINISHED BUSINESS

9. NEW BUSINESS

9.1 Contract change work order – Sedimentation Tank Rebuild

Discussion:

Steve Burnett presented the Committee with information regarding the change to materials required for the Haileybury Water Treatment – Sedimentation Tank Rebuild project. Memo PW-007-2019-PW will be presented at the next Council meeting on June 4, 2019.

Recommendation CS-2019-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee supports the recommendation contained in Memo PW-007-2019 for the additional parts and materials required for the Haileybury Water Treatment – Sedimentation Tank Rebuild project.

CARRIED

9.2 Phippen Waste Management – Contract Negotiations

Discussion:

Steve Burnett provided the Committee with the background on the current agreement with Phippen Waste Management as well as the details in the proposal they submitted for an extension. Steve explained that the City had gone back to Phippen requesting 15 years extension with CPI applied annually and no renegotiations after 5 and 10 years at the direction of the Public Works Committee

Phippens had some concerns with this due to changes in the markets for both vehicle prices and labour. Staff and the Committee agreed it would be in the best interest for both parties to have the renegotiation after 5 and 10 years. Steve will also be including clauses relating to any changes that may come from Waste Free Ontario.

Recommendation CS-2019-024

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee hereby recommends to move forward with Option #3 as outlined in the Phippen Waste Management proposal and directs staff to include the necessary clauses in regards to Waste Free Ontario within the agreement.

CARRIED

10. CLOSED SESSION

11. NEXT MEETING

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

12. ADJOURNMENT

Recommendation CS-2019-025

Moved by: Mayor Carman Kidd

Be it resolved that:

The Corporate Services Committee meeting is adjourned at 3:24 p.m.

CARRIED

COMMITTEE CHAIR

COMMITTEE SECRETARY

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: June 18 2019
Subject: Deeming By-law - 155 Cross Lake Rd (Lots 11, 12, Pt of lot 13 on Plan M-71 NB)
Attachments: **Appendix 01:** Deeming By-law Application Form
Appendix 02: Draft Deeming By-law

Mayor and Council:

Brad Sauve has submitted a request for a deeming by-law for his property at 155 Cross Lake Road in North Cobalt. Mr. Sauve intends to construct an addition to the existing dwelling on the property which will cross the lot line.

The existing dwelling sits on an angle on the property and the proposed addition will cross the property line between lots 11 and 12. Additionally, the existing dwelling encroaches into the required rear setback and due to the angle of the dwelling the addition will further encroach; Mr. Sauve has applied for a minor variance to permit this situation, and the Committee of Adjustment will review the request at their meeting on June 26, 2019.

The part of lot 13 owned by Mr. Sauve is separated from lots 11 and 12 by a 14' wide lane that is owned by the City. There is currently a metal shed located on the lane. Mr. Sauve does not intend to purchase the lane at this time. The Nugget Street road allowance is located directly to the north of the subject property and the driveway for the subject property is located on the road allowance and bends to the south onto the 14' lane. The City maintains the road allowance from Cross Lake Road west to the 14' lane.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager



The City of Temiskaming Shores
P.O. Box 2050
325 Farr Drive
Haileybury, Ontario P0J 1K0
705-672-3363

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST
= \$226.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only	
File No.:	<u>D-2019-01</u>
Date Received:	<u>June 4, 2019</u>
Roll No.:	5418- <u>030-009-291.00</u>

1. Owner Information

Name of Owner: Bradley J. Sauve
Mailing Address: [REDACTED], North Cobalt, ON P0J 1R0
Email Address: [REDACTED] Phone: [REDACTED]

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: _____
Mailing Address: _____
Email Address: _____ Phone: _____

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 155 Crosslake Rd, North Cobalt, ON P0J 1R0 (Formerly 12 Crosslake Rd)
Legal Description (concession and lot numbers, reference plan and lot/part numbers) Lot 11,12 & part 13, Plan M71MB

b. Date the property/properties were acquired by the current owner: May 27, 2010

c. Are there any easements or restrictive covenants affecting the property/properties?

Yes No

If yes, describe the easement or covenant and its effect:

--

5. Reason a deeming by-law is required:

To merge lots 11, 12 and part 13 into one whole lot. Construction of an addition to the existing house that will cross the property line between lots 11 and 12.
--

6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which it applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Bill Ramsay

Name of Firm: Ramsay Law Office

Mailing Address: 18 Armstrong Street, New Liskeard, ON P0J 1P0

Email Address: ?? Phone: 705-647-4010

7. 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, _____ are the registered owners of the subject land and I/we hereby authorize _____ 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: _____ Signature of Owner: _____

Date: _____ Signature of Owner: _____

8. 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*

9. 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*

10. 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, Brad Sauer of the City of Temiskaming Shores
in the District of Timiskaming 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 City of Temiskaming Shores
in the District of Timiskaming
this 4th day of June, 2019


Signature of Applicant


A Commissioner for Taking Affidavits
**Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2021.**

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 155 Cross Lake Road Roll Nos. 54-18-030-009-291.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 11, 12, and part of 13 Plan M71NB, Parcel 10334SST;

And whereas Council consider Memo No. 009-2019-CS at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 11, 12 and part of Lot 13 on Plan M-71 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 10334 SST, Plan M71NB, Lot 11;
 - b) Parcel 10334 SST, Plan M71NB, Lot 12;
 - c) Parcel 10334 SST, Plan M71NB, Part of lot 13
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person

desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



155 Cross Lake Road

Memo

To: Mayor and Council
From: David Treen, Clerk
Date: June 18, 2019
Subject: Appointment of TSAAC member – Courtney Romanko
Attachments: None

Mayor and Council:

By-law No. 2019-018 is a by-law to appoint community representatives to various Committees and Boards for the 2019-2022 Term of Council including the Temiskaming Shores Accessibility Advisory Committee (TSAAC).

Recently Debbie Despres, a representative from the March of Dimes, submitted her resignation from the Temiskaming Shores Accessibility Advisory Committee (TSAAC). The March of Dimes is committed to the TSAAC mandate and have requested that staff member Courtney Romanko be appointed the TSAAC to replace Debbie.

It is recommended that Council acknowledge the resignation from Debbie Despres and direct staff to prepare the necessary by-law to appoint Courtney Romanko the Temiskaming Shores Accessibility Advisory Committee for consideration at the June 18, 2019 Regular Council meeting.

Prepared by:	Reviewed by:	Reviewed and submitted for Council's consideration by:
--------------	--------------	---

"Original signed by"

David B. Treen
Municipal Clerk

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

"Original signed by"

Christopher W. Oslund
City Manager

Memo

To: Mayor and Council
From: Jennifer Pye, Planner
Date: June 18, 2019
Subject: Deeming By-law for 481 Albert Street (lots 180, 181, 182, 183 on Plan M-143NB)
Attachments: **Appendix 01:** Deeming By-law Application Form
Appendix 02: Draft Deeming By-law

Mayor and Council:

Amanda and Brad Masulka have submitted a request for a deeming by-law for their property at 481 Albert Street in Haileybury. Mr. and Mrs. Masulka have recently purchased this property and intend to construct a dwelling. The property is currently vacant and is made up for four lots on a plan of subdivision that was created in 1910. The property backs onto the Little Street road allowance, however Little Street does not extend west of the railway tracks in this location and the City has no plans to extend Little Street in this location.

The subject property is designated Residential Neighbourhood in the City of Temiskaming Shores Official Plan and is zoned Medium Density Residential (R3) in the City of Temiskaming Shores Zoning By-law.

If the Deeming By-law is passed it will be registered on title at the owner's expense. It is recommended that Council pass the deeming by-law.

Prepared by:

Reviewed and approved by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

"Original signed by"

Jennifer Pye
Planner

Shelly Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

**Application for Deeming By-law
Under Section 50(4) of the Planning Act**

Approval authority:
Council of the City of Temiskaming Shores

Fee: \$200 + 13% HST
= \$226.00
+ legal and land titles fees required to register by-law
(billed directly from solicitor)

Office Use Only

File No.: D-2019-02
Date Received: June 12, 2019
Roll No.: 5418- 030-012-074.00

1. Owner Information

Name of Owner: Amanda Masulka
Mailing Address: [REDACTED], Haileybury, ON P0J 1P0
Email Address: [REDACTED] Phone: [REDACTED]

If more than one registered owner, please provide information below (attach separate sheet if necessary):

Name of Owner: Bradley Masulka
Mailing Address: [REDACTED], Haileybury, ON P0J 1P0
Email Address: [REDACTED] Phone: [REDACTED]

2. Applicant/Agent Information (if applicant is not the owner or applicant is an agent acting on behalf of the owner):

Name of Agent: _____
Mailing Address: _____
Email Address: _____ Phone: _____

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 180, 181, 182, 183 Albert Street
Legal Description (concession and lot numbers, reference plan and lot/part numbers) PCL 8994 SEC SST; LT 180, 182 PL M143NB BUCKE; TEMISKAMING SHORES PCL 9224 SEC SST; LT 181 PL M143NB BUCKE; LT 183 PL M143NB BUCKE SRO; TEMISKMAING SHORES

b. Date the property/properties were acquired by the current owner: May 31, 2019

c. Are there any easements or restrictive covenants affecting the property/properties?

Yes No

If yes, describe the easement or covenant and its effect:

5. Reason a deeming by-law is required:

Building a new home. Building permit required.

6. Registration of By-law

If approved the deeming by-law must be registered on title to the property/properties to which is applies. The City will send the approved by-law directly to the lawyer of the applicant's choosing to ensure registration. The applicant is responsible for all fees associated with the registration of the by-law.

Name of Lawyer: Janet Little

Name of Firm: Doupe Law Legal Professional Corporation

Mailing Address: PO Box 2999, 7 Armstrong Street, New Liskeard, ON P0J 1P0

Email Address: janetl@doupelaw.com Phone: 705-647-9411

7. 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, _____ are the registered owners of the subject land and I/we hereby authorize _____ 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: _____ Signature of Owner: _____

Date: _____ Signature of Owner: _____

8. 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

9. 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

10. 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, Amanda Masulka of the City of Temiskaming Shores
in the District of Temiskaming 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 City of Temiskaming Shores
in the District of Temiskaming
this 12th day of June, 2019

A Masulka
Signature of Applicant

Jennifer Pye
A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2021.


10. 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, Bradley Masulka of the CITY OF TEMISKAMING SHORES
in the DISTRICT of Timiskaming 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 City of Temiskaming Shores
in the District of Timiskaming
this 12th day of June, 2019


Signature of Applicant


A Commissioner for Taking Affidavits

Jennifer Lynn Pye, a Commissioner,
etc., Province of Ontario, for the
Corporation of the City of Temiskaming
Shores. Expires June 26, 2021.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 481 Albert Street Roll Nos. 54-18-030-012-074.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 180, 181, 182, and 183, Plan M143NB, Parcels 8994SST and 9224SST;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 8994 SST, Plan M-143 NB, Lot 180;
 - b) Parcel 8994 SST, Plan M-143 NB, Lot 182
 - c) Parcel 9224 SST, Plan M-143 NB, Lot 181;
 - d) Parcel 9224 SST, Plan M-143 NB, Lot 183
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



481 Albert Street

Subject: Lease Agreement – Dr. Hillary
Lawson (Hlby Medical Centre)

Report No.: CS-026-2019
Agenda Date: June 18, 2019

Attachments

Appendix 01: Draft Lease Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-026-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a lease agreement with Dr. Hillary Lawson for space at the Haileybury Medical Centre for consideration at the June 18, 2019 Regular Council meeting.

Background

In 2017, Dr. Hillary Lawson signed a Physician Services Agreement with the City to provide medical services to the community through a family medical practice. She has requested the use of office space at the Haileybury Medical Centre.

Analysis

Dr. Lawson has requested the use of 351 square feet at the Haileybury Medical Centre. As part of the 2019 Municipal Budget, renovations were made to the space throughout the Spring and are scheduled to be complete by the end of the month.

Dr. Lawson's lease with the City will commence July 1, 2019 for a period of four (4) years.

Attached is the draft lease agreement for Council's consideration.

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 lease rate will be in accordance with other physicians occupying space in the Haileybury Medical Centre and will increase as per the Consumer Price Index over the term of the agreement.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Shelly Zubyck, CHRP
Director of Corporate Services

Christopher W. Oslund
City Manager

The Corporation of the City of Temiskaming Shores

By-law No. 2019-026

**Being a by-law to authorize the entering into a lease agreement
with Dr. Hillary Lawson for the rental of space at the
Haileybury Medical Centre**

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

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

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

Whereas Council for the City of Temiskaming Shores reviewed Administrative Report No. CS-026-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a four (4) year lease agreement with Dr. Hillary Lawson for the rental of 351 ft² of office space at the Haileybury Medical Center effective July 1, 2019 until June 30, 2023 for consideration at the June 18, 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 enter into an Agreement with the Dr. Lawson for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2019.

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
Dr. Hillary Lawson
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Hillary Lawson

Lease

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 18th day of June, 2019

Between:

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

And:

Dr. Hillary Lawson
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of three hundred and fifty-one square feet (351sq.ft.), located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of July, 2019 and ending on the 30th day of June, 2023.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Four hundred and one dollars and thirty-one cents (\$401.31) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for effective July 1st of each year of the term. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord 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 Landlord 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 Landlord, 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 Landlord** - to permit the Landlord 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 Landlord 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 Landlord 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) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant'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 Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord 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 Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but

(with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;

- f) **Heat** - to heat the premises;
- g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of

any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;

- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) Right of termination by the Tenant** - The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of **three months** rent in lieu of notice.
- j) Right of termination by the Landlord** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- k) Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two

arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. 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.

9. 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 Tenant 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.

Remainder of page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

Dr. Hillary Lawson

Dr. Hilliary Lawson

Witness - Signature

Print Name: _____

Title: _____

Municipal Seal

**Corporation of the City of
Temiskaming Shores**

Mayor – Carman Kidd

Clerk – David B. Treen

Subject: Finance Department User Fees

Report No.: CS-027-2019

Agenda Date: June 18, 2019

Attachments

Appendix 01: Recommended User Fees

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. CS-027-2019; and
2. That Council directs staff to prepare the necessary by-law to amend By-law No. 2012-039 to include fees for the finance department under Schedule "A" – Administration/Corporate Services for consideration at the June 18, 2019 Regular Council Meeting.

Background

Section 391(1) of the Municipal Act, 2001, c.25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs pay able by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control.

During the review of the tax collection policy and its subsequent amendment in December 2018, it was determined that there were other fees and charges that related to the finance department that the City could implement.

The Treasurer reviewed the user fees being charged within the finance department and investigated other charges that may apply. It was determined that there are many processes currently in practice that utilize staff time over and above normal operations to complete but with no offsetting charge for the service. These charges are generated from the property owner/user and are usually property/user specific.

Analysis

Research was conducted by the finance staff to determine best practices and rates being utilized by other municipalities. A cross section of municipalities, small to very large, was employed to determine both the process and rates currently in practice.

Appendix 01 (attached) lists the recommended user fees and rates.

Staff incorporated an average rate in the recommended fees.

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 increase in the number of services that the City can charge for will increase the overall revenue in the finance department. This increase will not be overly significant as many of these processes only occur on an average of 2 to 3 times per year; however will ensure that the applicable parties are paying for the specific processes being utilized.

Alternatives

No 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 Zubyck
Director of Corporate Services

Christopher W. Oslund
City Manager

Appendix 01

<u>Fee Title</u>	<u>Fee</u>
Payment Recalled from Bank	\$25
Detailed Analysis of Tax Account/Tax Year	\$25
Addition of Unpaid A/R charges to Tax Roll	\$25
Tax Payment Transfer	\$25
Tax Payment Refund (credits generated from write-offs, vacancy rebates, 357/358's or other legislated adjustments are excluded)	\$25
Postdated Cheque Retrieval	\$25
EDI Payment Account Error Notification (no charge for first notice)	\$25
Roll Creation Set-up	\$50
Returned Mail Investigation	\$25
Accounts Receivable Collection Letters	\$25

Memo

To: Mayor and Council
From: Mitch Lafreniere
Date: June 18, 2019
Subject: Adoption of new Energy and Conservation Demand Management
Attachments: Appendix 01: Energy Conservation and Demand Management Plan

Mayor and Council:

On June 7, 2016 Council considered Administrative Report PW-031-2016 resulting in the adoption of By-law No. 2016-102 being by-law to adopt a Municipal Energy Plan for the City of Temiskaming Shores.

Ontario Regulation 507/18 requires the City to update the plan (By-law No. 2016-102) and submit prior to July 1, 2019. City staff in conjunction with VIP Energy services have completed our Energy Conservation and Demand Management Plan (CDM) attached hereto as Appendix 01.

The purpose of the plan, is to identify energy conservation opportunities, have them approved by council, and measure their effectiveness using our Supervisory Analytics program. This program allows staff to track month by month energy usage by facility, to ensure we are on track with our goals of reducing our energy consumption as well as our carbon footprint.

Please find attached a copy of the CDM Plan which will be submitted prior to July 1st, 2019 as per Ontario Regulation 507/18, as well as uploaded to the City's website. Copies will also be available to ratepayers if they would like a hard copy.

It is recommended that Council direct staff to prepare the necessary by-law to repeal By-law No. 2016-102 and adopt a new Energy Conservation and Demand Management Plan for consideration at the June 18, 2019 Regular Council meeting.

Prepared by:

Reviewed and submitted for
Council's consideration by:

"Original signed by"

"Original signed by"

Mitch Lafreniere
Manager of Physical Assets

Christopher W. Oslund
City Manager



City of Temiskaming Shores

5-Year Corporate Energy Conservation and Demand Management Plan

July 2019

Prepared in co-operation with:



Table of Contents

- TABLE OF CONTENTS2**
- INTRODUCTION – EXECUTIVE SUMMARY3**
 - BACKGROUND.....3
 - PURPOSE OF THE PLAN.....3
- 1.0 HISTORIC ENERGY PERFORMANCE5**
 - HISTORICAL ENERGY USAGE5
 - CITY OF TEMISKAMING SHORES ENERGY BASELINE ANALYSIS7
 - ENERGY CONSERVATION PROJECT SUCCESSES9
- 2.0 ENERGY CONSERVATION AND MANAGEMENT POLICY11**
 - OUR COMMITMENT 11
 - OUR VISION 11
 - OUR GOALS AND OBJECTIVES..... 11
 - STRATEGIC ACTION PLAN 12
- 3.0 STRATEGY 1: ENERGY MANAGEMENT CORPORATE PRACTICES14**
 - THE ENERGY MANAGEMENT TEAM: ROLES AND RESPONSIBILITIES..... 14
- 4.0 STRATEGY 2: EDUCATION, AWARENESS AND OUTREACH.....16**
 - ENERGY SKILLS TRAINING PROGRAM..... 16
 - OUTREACH, ENGAGEMENT, RECOGNITION AND ENERGY AWARENESS TRAINING PROGRAM 16
 - FEEDBACK SYSTEM FOR EMPLOYEE SUGGESTIONS 17
- 5.0 STRATEGY 3: ENERGY CONSERVATION ACTIVITIES AND INFORMATION MANAGEMENT18**
 - ENERGY CONSERVATION ACTION PLAN..... 18
 - ENERGY INFORMATION MANAGEMENT 19

Introduction – Executive Summary

Background

The City of Temiskaming Shores' Energy Conservation and Demand Management (ECDM) Plan was developed in response to Ontario Regulation 507/18 which requires all public sector organizations to complete an update to their original 2014 ECDM Plan by July 1, 2019. In response to this regulatory requirement, as well as rising energy costs, the City of Temiskaming Shores has developed this Energy Conservation and Demand Management (ECDM) Plan. This comprehensive Plan is the most effective method of identifying energy conservation opportunities, selectively implementing the best projects and then measuring their effectiveness. The Plan has been developed to protect the interests of our constituents and ensure that the City of Temiskaming Shores obtains the best possible value from our operating budgets. In addition to meeting our regulatory obligations, the City believes that a strong commitment to energy management and a reduction of energy use is demonstrated evidence of our belief in becoming a more sustainable community while operating in a cost-effective manner that respects the value of taxpayer dollars.

Purpose of the Plan

The 5-Year Corporate Energy Conservation and Demand Management Plan is designed to guide the City of Temiskaming Shores towards a more energy-efficient future. The policies, practices and energy conservation measures identified illustrate the importance the City places on acting responsibly towards energy consumption through the wise use of resources in City operations.

To enhance our understanding of energy use and return on investment through conservation, this document contains a thorough review of the measures implemented since the creation of the original plan, issued on July 1, 2014. Since then, the City has initiated several substantial energy projects, yielding significant savings results including:

- City-wide street lighting replacements (2015)
- LED lighting conversions of various facilities (throughout the Plan period)
- Operations equipment upgrades (throughout Plan period)

The above projects have resulted in an estimated annual savings of over \$200,000.

The wise and efficient use of energy are two of the lowest cost options for meeting energy demands. They also provide many other environmental, economic and social benefits, including reducing greenhouse gas (GHG) emissions, cost avoidance and savings. Along with the primary benefits, the responsible use of energy also promotes local economic development opportunities, energy system reliability, improved energy supply security and reduced-price volatility.

Following the path of our previous ECDM Plan, this document is a continuation of a process involving the:

- Integration of establishing and evaluating a baseline for performance to be measured against;
- Reviewing the effectiveness of previous conservation efforts while setting future performance goals and objectives;
- Continuous improvement through identification of energy conservation potential;
- Strategic alignment of improvement measure implementation and fiscal constraints; and,
- Evaluation, measurement and communication of results achieved.

The following report summarizes the significant efforts applied by the City of Temiskaming Shores Conservation Team to create a Plan that can be implemented responsibly, over time, to create lasting results. The Plan takes advantage of internal expertise as well as all available external financial incentives and rebates currently being offered to support the implementation of energy savings ideas. The current energy picture for the City of Temiskaming Shores and our Vision, Goals and Objectives as shown in the Corporate Energy Conservation and Management Policy, are outlined. Our strategic focus areas are discussed in detail and our 5-year Action Plan is laid out on a project-by-project basis.

1.0 Historic Energy Performance

Historical Energy Usage

Effectively managing energy requires the creation of a robust energy monitoring strategy and procedures and establishing an accurate energy baseline is an essential first step in this process. This baseline assists with energy conservation and greenhouse gas reduction target setting, energy procurement and budgeting, bill verification, energy awareness, and the selection and assessment of potential energy projects. The City of Temiskaming Shores, similar to many other communities, relies on utility bills to establish this energy baseline.

To evaluate the effectiveness of the City’s previous energy conservation measures, the year 2013 was chosen as the base year for measurement; this aligns with the Ministry of Energy’s Regulation 507/18 requirements for reporting. Overall, the City’s consumption in 2013 was 5.9 million kWh of electricity and 584,000 m³ of natural gas. The breakdown of energy use by facility type is as follows:

Figure 1-1 – Energy Use by Facility Type in 2013

Facility Type	Electricity Use (1,000's kWh)	Natural Gas Use (1,000's m3)
Administrative offices and related facilities, including municipal council chambers	512.97	31
Community centres	46	50
Cultural facilities	0	-
Facilities related to the pumping of sewage	336	-
Facilities related to the pumping of water	304	-
Facilities related to the treatment of sewage	1,222	-
Facilities related to the treatment of water	1,766	12
Fire stations and associated offices and facilities	104	49
Indoor ice rinks	454	52
Indoor recreational facilities	278	77
Indoor swimming pools	443.75	195.80
Public libraries	65.57	23.07
Storage facilities where equipment or vehicles are maintained, repaired or stored	296.09	94.97

For comparative purposes, the raw energy consumption breakdowns by month since the original baseline for the City are as follows:

Figure 1-2 – Electricity Use (2014 – 2018)

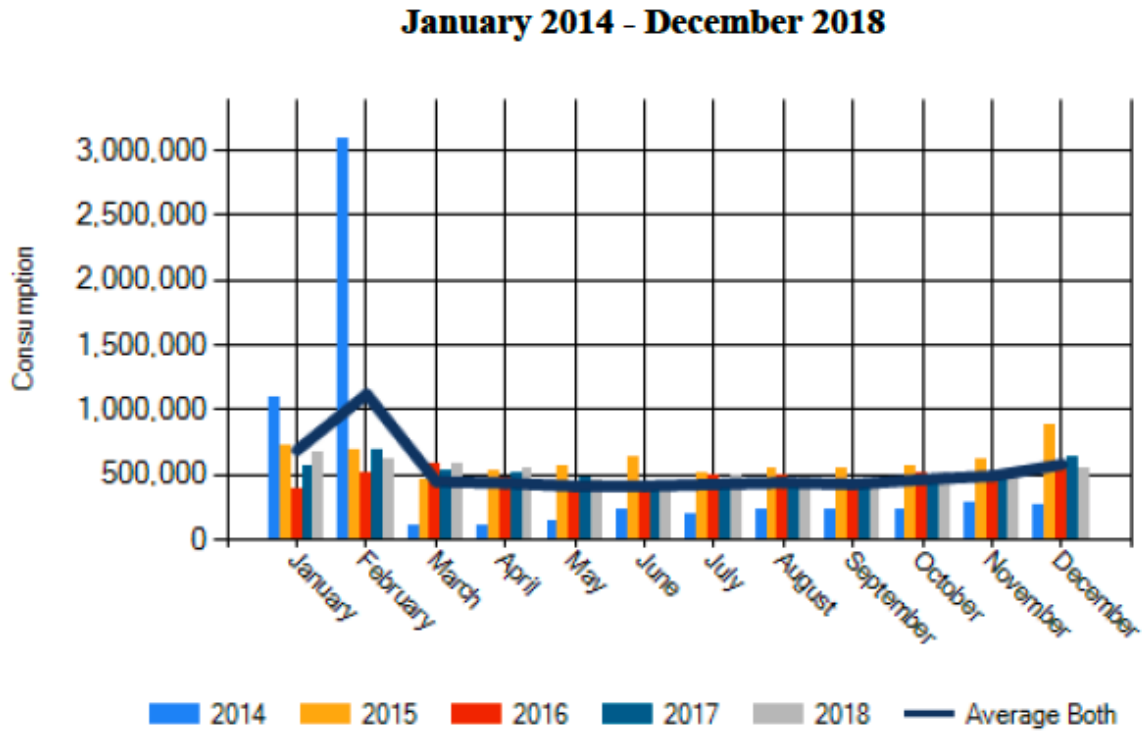
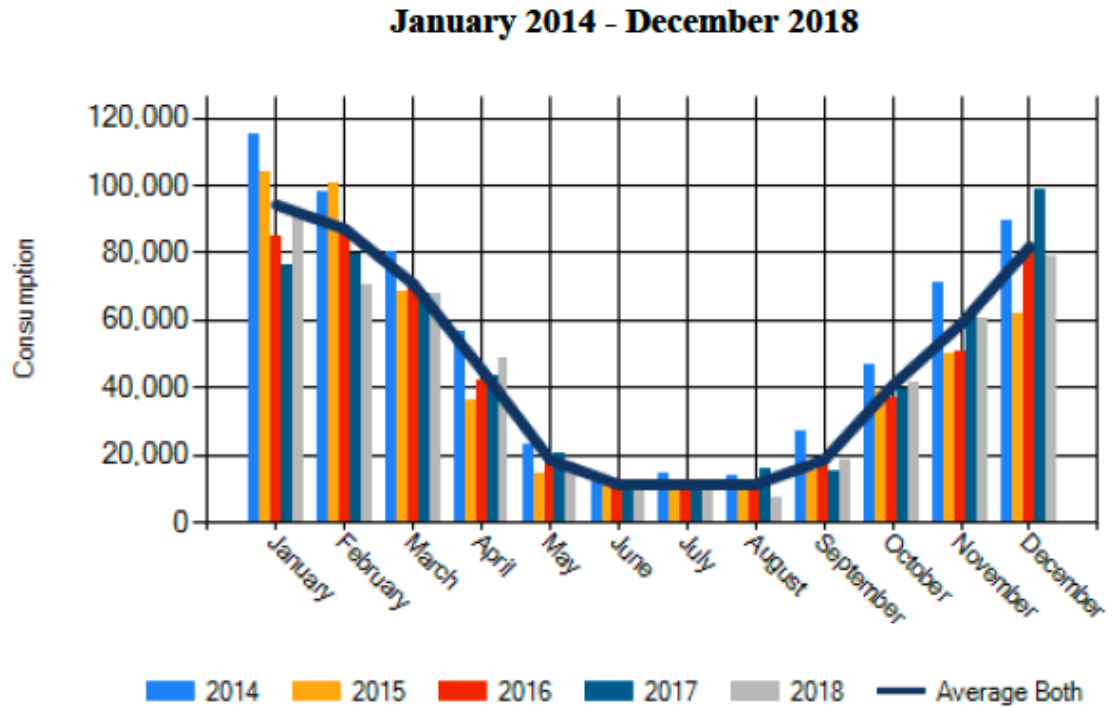


Figure 1-3 – Natural Gas Use (2013 – 2018)



City of Temiskaming Shores Energy Baseline Analysis

The following analysis uses RETScreen analysis of consumption data for the base year (2013) forward. This type of review allows for an objective evaluation of conservation progress by removing the variables that can independently affect energy consumption and are largely out of the City's control (i.e. weather, temperature, cooling or heating degree days).

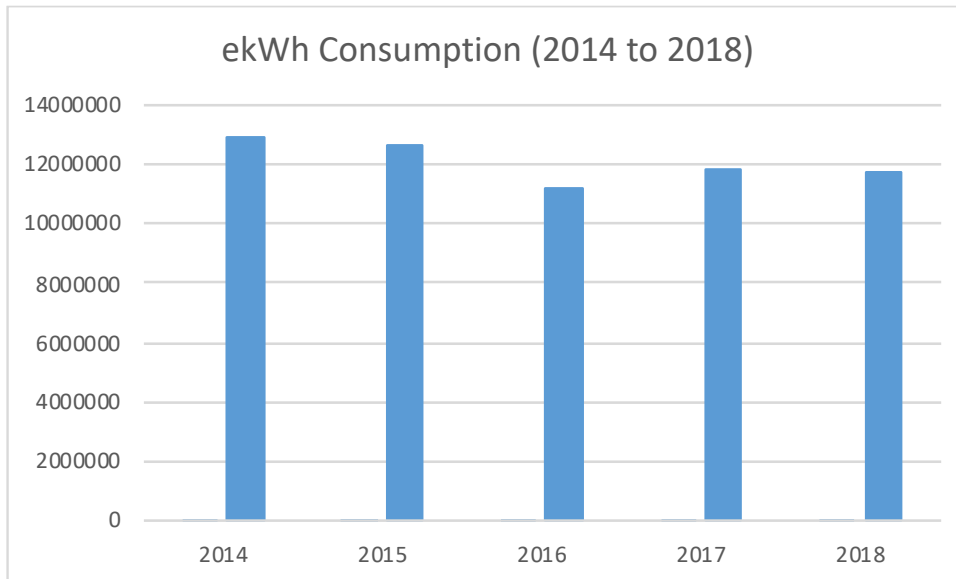
In the original ECDM Plan, the City set a target of a 1-5% reduction in energy consumption over the 5-year term of the Plan (2014-2019). The chart below outlines the methods by which the City intended to meet this target.

Figure 1-4 Energy Management Initiatives from the City's Original CDM Plan (Source: City of Temiskaming Shores 2014 CDM Plan):

Program/ Policy	Program/ Policy Objective	Number
Official Plan	Sets the goals, objectives and policies to guide growth and development within the City for the next 20 years, while creating opportunities for sustainable and energy efficient Development for conservation, and to encourage the use of green infrastructure and systems.	By-law 2014-040
Vehicle & Equipment Idling Policy	Places limitations on engine idling for the City's entire fleet to reduce air pollution; promote fossil fuel conservation; reduce noise pollution; and to reduce wear and service needs on the fleet.	By-law 2014-031
Energy Efficiency at City Hall	To ensure City Hall is as energy efficient as possible by implementing a temperature set point.	Motion 2013-557
Asset Management Plan & Management Policy	To ensure the City assets are well managed/maintained to meet performance levels used to deliver service, and that consider environmental and energy conservation goals.	By-law 2013-202
Issuance & Enforcement of Water Conservation in the City of Temiskaming Shores	Restricts water used at the discretion of Council from time-to-time.	By-law 2006-051

In order to adequately assess the City's energy conservation progress, an examination of the Equivalent Kilowatt Hours (ekWh) must be conducted. This allows for natural gas and electricity consumption to be reviewed together. The City's overall ekWh energy consumption between 2014 and 2018 declined by 1.1 million (2014 – 12.9 million ekWh, 2018 – 11.7 million ekWh) meaning the City exceeded its target with an overall 9% reduction in annual ekWh consumption over the 5-year period.

Figure 1-5 Equivalent Kilowatt Hour Energy Consumption (ekWh)



While electricity consumption remained relatively stable, natural gas consumption declined by 19% with the bulk of the change occurring between 2014 and 2015.

Figure 1-6 Natural Gas Consumption (m³)

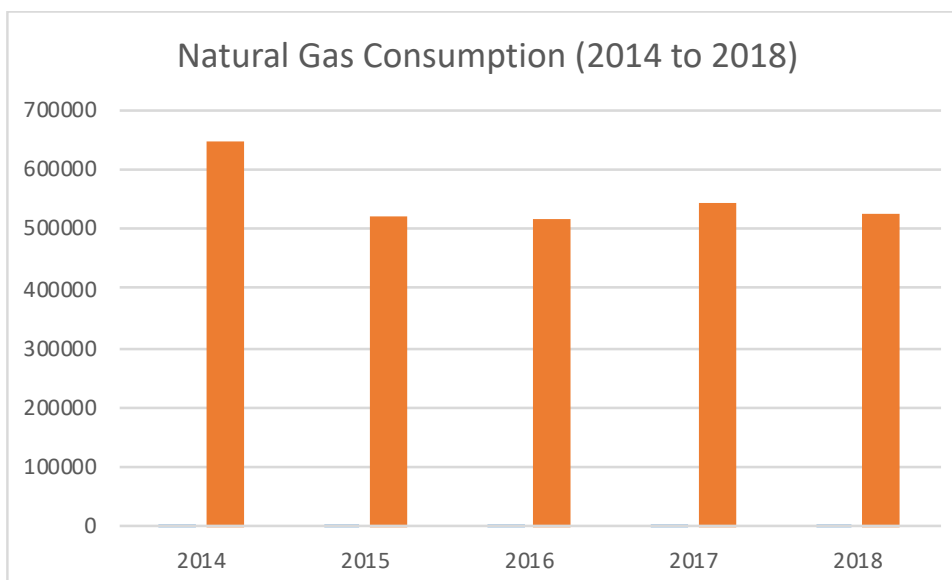
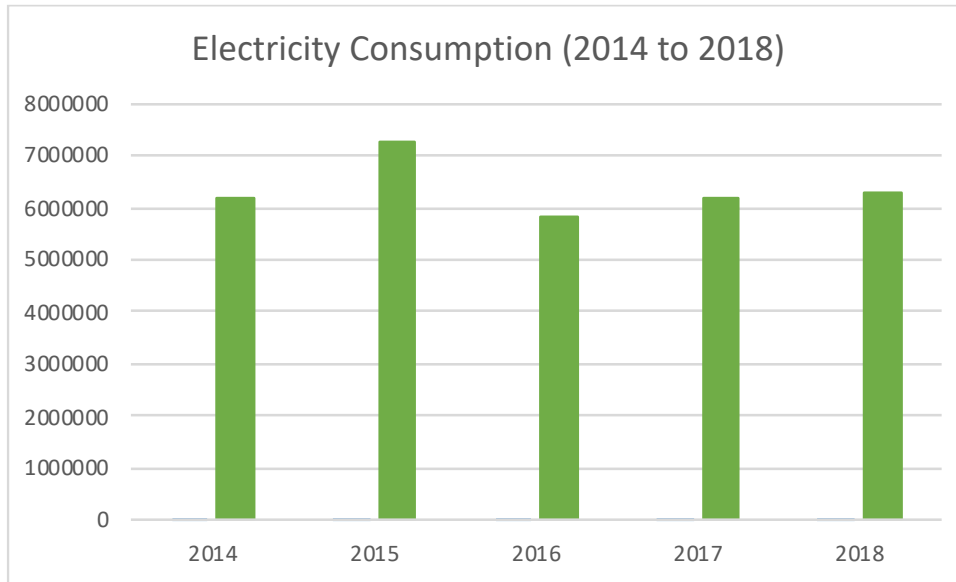


Figure 1-7 Electricity Consumption (kWh)



Energy Conservation Project Successes

Since the creation of the last 5-Year ECDM Plan, the City has initiated significant investments in energy efficiency and energy-cost reduction. These projects include:

Facility-Related Projects

2013

- LED lighting retrofits for the Public Works #2, New Liskeard Water Treatment Plant (WTP), New Liskeard Arena and Haileybury WTP

2014

- HVAC upgrades for the New Liskeard WTP, Riverside Place and City Hall

2015

- Humidification system upgrades at the Pool and Fitness Centre

2016 to 2018

- Looping of water systems
- Upgrading of removal filters
- Replacement of motor control centers (MCCs)
- LED lighting upgrade for Haileybury Arena surface lighting, City Hall and Haileybury Medical Centre
- High Efficiency Furnace Upgrades

2019

- Conversion of the New Liskeard Medical Centre to Library Use

City-Wide Street Lighting

In 2015 the City of Temiskaming Shores embarked on a major street lighting retrofit across the City. This project included the replacement of over 1,250 HPS street lights, leading to an annual savings of over \$100,000. The City received project funding incentives to complete this project.

2.0 Energy Conservation and Management Policy

Our Commitment

The City of Temiskaming Shores is committed to allocating staff and resources to develop and implement a strategic Energy Conservation and Demand Management (ECDM) Plan that will reduce energy consumption and its related environmental impact. As an organization, we value the notion of efficient operations and creating a more sustainable community. The ECDM Plan builds on our previous Municipal Energy Plan as well as our Greenhouse Gas Emissions Reduction Plan. These plans are all aimed at reducing our energy costs and creating a more sustainable community.

We are committed to managing energy responsibly and will use energy efficiency practices throughout our facilities, fleet, operations and equipment wherever it is cost effective to do so.

Our Vision

The City of Temiskaming Shores will endeavour to minimize energy consumption, related costs, and carbon emissions by continuously improving its energy management practices without compromising the level of service delivery to the community.

Our Goals and Objectives

As part of our 2019 ECDM Plan, the City created several strategic avenues to achieve specific goals and targets with regards to energy management. We have re-examined our past objectives and are re-committing to this updated version.

1. Reduce energy intensity in City facilities by 5% by 2024 compared to our revised base year (2018). This is in addition to the reductions achieved between 2013 and 2018, based on our original 2011 base year.
2. Enhance our culture of conservation through training and outreach to staff, clients and business partners. All employees will have the appropriate knowledge and training to be empowered to reduce energy consumption.
3. Expand upon our comprehensive corporate energy management policy and practices by enhancing key existing business practices to include energy efficiency standards and energy management best practices.
4. Expand our monitoring and tracking program for energy use by providing access to our energy management system to make energy consumption visible to everyone in the Corporation and support facility/management decision-making.

5. Deliver energy cost savings through the identification and implementation of processes, programs and projects that will reduce energy consumption.
 - Re-assess and benchmark the top energy consuming facilities across the Corporation (2019)
 - Review previously identified energy savings opportunities by reviewing past energy audits and plan to renew energy audits and analysis of the capital asset renewal program. (Ongoing)
 - Review and/or enhance standard operating and maintenance procedures to include energy conservation best practices. (Ongoing)
 - Seek funding for energy-related projects from various sources to enhance the payback and reduce implementation costs. (Ongoing)

Strategic Action Plan

To achieve our new ECDM Plan, the City will employ the following strategic actions designed to ensure a positive outcome over the next 5 years. These key strategies support the delivery of our Goals and Objectives.

Strategy 1. Corporate Practices

Expand upon our policies and practices that support the energy conservation effort and show leadership and commitment within the Corporation and community.

- Energy Management Team: Roles, Responsibilities and Accountability
- Energy Procurement
- Renewed focus on reducing our energy footprint in day-to-day operations

Strategy 2. Education, Awareness & Outreach

Provide the guidance and leadership necessary to empower employees and develop a culture of conservation.

- Energy Skills Training Program
- Energy Awareness Training
- Outreach, Engagement and Recognition Programs
- Feedback System for Employee Suggestions
- Employee Brainstorming Sessions

Strategy 3. Energy Conservation Action Plan and Energy Information Management

Continually identify and deliver energy conservation processes, programs and projects in all areas of the Corporation (facilities, fleet, equipment, water plants etc.). Demonstrate sound operating and maintenance practices to complement the energy efficiencies implemented through the capital asset renewal program. Employ a robust Energy Information Management System to ensure that all conservation activities are measured and verified to ensure the City receives and maintains specified energy reductions and savings.

Energy Conservation Action Plan

- Key facility energy audits and re/retro-commissioning studies
- Asset renewal plan and energy conservation project delivery
- Standard facility operations procedure review

Energy Information Management

- Maintenance of the online energy monitoring and reporting system (electricity, natural gas and fuels)
- Regular Energy Use Review presentations for the community, council, accountable staff and energy users
- Energy bill verification and rate optimization
- Reporting requirements for Regulation 507/18 (formerly 397/11)
- Consistent updates and review of key performance indicators (KPIs) / Benchmarking
- Standardize and implement project measurement and verification

3.0 STRATEGY 1: Energy Management Corporate Practices

The City of Temiskaming Shores has implemented several corporate practices, including key personnel deployment, to ensure a strong focus on energy management and savings. These efforts remain a key component of our renewed ECDM Plan.

The Energy Management Team: Roles and Responsibilities

Energy Sponsor and Champion: Manager of Physical Assets

The Energy Sponsor and Champion is ultimately responsible for creating budgets, securing spending authority and resources for the program. This role is responsible for setting the program's high-level vision, goals and objectives, keeping track of major project activities and approving resources and funding for the team and its approved projects. The Energy Sponsor and Champion has direct knowledge of the organization's major energy-using systems and is responsible for developing and maintaining the focus for the Energy Management Team. In addition, this role coordinates meetings, set agendas, and delegates and manages tasks related to the Energy Management Team and is responsible for ensuring that the monitoring and tracking systems for energy are accurate, up-to-date and available for use by City employees.

Corporate Energy Management Team

The Corporate Energy Management Team functions on a strategic level to set expectations for each of the facilities, develop metrics for tracking overall energy improvement, and build accountability for energy management activities. In addition, this cross-functional team has direct responsibility for the consumption of energy within their respective departments. As a group, the team supports and monitors the energy management initiatives (processes, programs, and projects) at the various facilities and across the corporation.

The Energy Management Team at City of Temiskaming consists of the Building Maintenance Committee, which currently includes the following members:

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

Actions: Continue to seek cross-departmental membership and support for the Energy Management Team. Continue to meet bi-weekly to discuss the Energy Management Program to ensure implementation of new savings ideas, as well as maintain the positive momentum built over the past 5 years.

Energy Procurement

The City continues to utilize the energy procurement service provided by Local Authority Services (LAS). This program provides options for fixed-price energy procurement services to maintain predictable electricity and natural gas commodity costs. In addition, the program permits the City to work together with a large number of other municipal entities throughout the province to create bulk-buying power to leverage aggregated energy purchasing opportunities.

Actions: Continue to review the LAS program annually and evaluate the City's level of participation. Review potential alternative programs for merit and analyze the net result of participation annually.

4.0 STRATEGY 2: Education, Awareness and Outreach

The City's Education, Awareness and Outreach program has been utilized over the past 5 years to assist with the maintenance of a culture of conservation. This has been achieved by raising the level of awareness, understanding and general knowledge amongst staff regarding energy spending, usage and conservation. The City will continue to utilize a successful combination of program engagement, direct awareness marketing and hands-on training to enhance our energy reduction efforts to support the achievement of our energy conservation goals and objectives. As well, energy will continue to be a regular agenda item at staff meetings to solicit new ideas for reduction of energy use, promote continued awareness of the cost of energy and ensure that energy conservation remains a key consideration for all City employees.

The Education, Awareness and Outreach program provides guidance, leadership and the framework to empower employees and foster our culture of conservation. The program informs the organization of current energy use, operational practices as well as improvement opportunities, while ensuring that all employees have an opportunity to remain informed of the City's energy reduction efforts. This continued practice will foster the greatest possible impact of education and awareness.

The program is comprised of the following four focus areas:

Energy Skills Training Program

The Energy Skills Training Program is a vehicle for City employees to continue to develop a general awareness and understanding of current energy use within City facilities as well as skills to identify opportunities for improvement. The Training Program combines both general knowledge training and hands-on experience to gain maximum benefit.

Employee Brainstorming Sessions are an important part of the Energy Skills Training Program and are encouraged during the Energy Team meetings as a way of generating new ideas for energy conservation. As regular users and managers of City facilities, our employees are one of the City's most valuable resources to both generate and implement our energy conservation strategies.

Outreach, Engagement, Recognition and Energy Awareness Training Program

The City will continue to engage all users of City facilities (both staff and the general public) and recognizes that this is essential to the continued success of the energy management program. Our energy program will continue to employ a comprehensive approach to both engaging employees and recognizing the efforts of City staff who provide important support and ideas.

The Energy Awareness Training Program has been developed to provide consistent energy conservation messaging throughout all departments using Community-Based Social Marketing (CBSM) techniques to engage all users of City facilities.

Specific methods used to date include conservation tips, eye-catching posters, City intranet messaging and other relevant marketing tools. It is the intention of this Plan to expand our ability and focus to enable the City to become a 'clearinghouse' of information for local residents to discover ideas and incentives to improve their own energy usage practices.

Feedback System for Employee Suggestions

The City will continue to employ a feedback system to encourage employees to provide input and ideas. The email messages are sent to a specific address and are forwarded to members of the Energy Management Team in order to ensure prompt response. The Energy Team members can engage relevant employees to ensure that all suggestions are captured and explored.

Actions: Review available energy training opportunities both generally (i.e. all staff) and for specific facilities (i.e. water plant). Establish and maintain at least annual Outreach and Engagement efforts to keep energy conservation 'top-of-mind' for staff and stakeholders.

5.0 STRATEGY 3: Energy Conservation Activities and Information Management

Energy Conservation Action Plan

The Energy Conservation Action Plan forms the blueprint for implementing energy conservation and cost saving measures. The City has created a list of potential projects based on previous facility energy audits. The attached action plans have been created to guide this process based on a prioritized implementation schedule. All available incentives and funding sources will be explored to minimize the implementation cost of each measure. In addition to the measures shown, the City anticipates that further energy audits, completed over the next 5 years, will augment the list of available energy conservation measures.

Below is our current list of known projects to be implemented during the life of this Plan. In all, the measures will include:

- LED lights on New Liskeard Arena surface (2019)
- LED upgrades to decorative lights in downtown cores (throughout the life of the Plan)
- Boiler and lighting upgrades for the New Liskeard Library (2019)

Additional measures will be added as funding becomes available on an annual basis. In general terms, our actions are expected to yield the following results:

- Education, Awareness and Outreach: 1-2% annual energy savings
- On-going regular reviews of consumption and baselines: .5% to 1% annual energy savings
- Re/retro Commissioning: 2-7% annual energy savings within the facilities where it is implemented (estimated to be 1% overall potential total annual savings)

Actions: Maintain a schedule of energy audit and re/retro-commissioning renewals to ensure that our list of measures is up-to-date and that previous measures are still functional and providing savings. Perform periodic reviews of available incentives and stay up-to-date on potential sources of funding to offset the implementation costs of the proposed future measures. Review the list of measures at least annually and update as necessary.

Energy Information Management

Online Energy Monitoring and Reporting System

The City of Temiskaming Shores currently has a system for managing and reporting its energy consumption (electricity, natural gas, fuels). The motivation for this effort is the notion that “you can’t manage what you are not aware of”. By making our energy usage visual, and keeping the information real-time, all personnel with access to the information can benefit from understanding the nature of energy use in their facilities, as well as the impact their actions or inactions have on the City’s overall energy cost and budgeting.

In order to enhance our ability to monitor and track the progress of some of our facilities, the City currently employs a Supervisory Analytics program to monitor and track consumption in selected buildings against an established baseline using a CUSUM analysis. This information is also key in evaluating the potential of new conservation projects as well as measuring the effectiveness of initiatives already taken.

Actions: Continue to gather and upload energy data into the Energy Information Management System regularly and analyze the data for patterns and savings opportunities using our Supervisory Analytics program.

Energy Management Presentations for the Community, Council, Accountable Staff and Energy Users

To gain traction for the initiatives within this Plan and ensure that the City of Temiskaming Shores reaches its stated reduction targets, it is imperative that information regarding energy usage and cost, as well as the City’s energy conservation plans and projects, are well understood and top of mind of everyone from front-line employees to senior department heads and City Council. This broad awareness will lead to additional buy-in and support for the City’s continued efforts to reduce its energy usage and spending.

Actions: Make energy a key topic at staff and senior management meetings as well as provide an update on energy use and conservation to Council at least annually.

Key Performance Indicators (KPI’s) and Monitoring and Verification

To ensure momentum continues, and the City of Temiskaming Shores receives value-for-money with regards to its energy conservation efforts, a rigorous program of establishing KPI’s and then monitoring and verifying ongoing savings is an essential element of this Plan. By establishing agreed upon KPI’s (as suggested in the table below) and then performing regular and frequent monitoring, not only will City personnel be able to verify that savings expected from various projects is achieved, but that the savings continue for the duration of the project or retrofit’s useful life. This practice will protect the City’s investments as well as provide transparency and support for successful savings initiatives

Figure 5.1 – KPI Suggestions

Facility Type	Energy KPIs	Measured Variables
Cultural Facilities, Indoor Recreational Facilities and Community Centres	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy Rates / month • Sheet rentals / month
Facilities Related to Treatment or Pumping of Water or Sewage	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather (Temperature and Rainfall) • m³ treated water or waste water / day
Administrative Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Public Libraries	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Fire Stations and Associated Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Storage Facilities	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Street Lighting	Electricity	<ul style="list-style-type: none"> • Number of Lights
Recreation and Outdoor Lighting	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month 	<ul style="list-style-type: none"> • Occupancy or Rentals / Month • Opening / Closing Dates
Fleet	Baseline Diesel Use Baseline Gasoline Use	<ul style="list-style-type: none"> • Number of Vehicles • km driven / month

Actions: Review all conservation initiatives to understand the most appropriate monitoring and verification process. Review the project savings at pre-defined regular intervals and report outcomes to senior management/City Council.

Bill Verification and Rate Optimization

A consistent, periodic review of the City's energy invoices is important to ensure that rates and recorded consumption values on energy bills is accurate. This ensures that the invoices presented by utilities are correct and are providing appropriate and relevant data to the City's Energy Management Platforms.

Actions: Perform a rationalization check on monthly invoices and conduct at least annual detailed billing reviews to ensure accuracy.

Ongoing Ontario Regulation 507/18 Reporting

In addition to completing this Plan, the City of Temiskaming Shores is required to submit annual energy consumption and greenhouse gas emissions templates to the appropriate Ministry of Energy portal. Gathering and recording monthly energy invoices are necessary to complete these reports.

Actions: Complete all required regulatory reporting by July 1 of each year.

Subject: Equipment Purchase – Light Duty Trucks

Report No.: PW-018-2018
Agenda Date: June 18, 2019

Attachments

Appendix 01: RFP Results
Appendix 02: Draft Agreement

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-018-2019;
2. That Council directs staff to prepare the necessary by-law to purchase one (1) $\frac{3}{4}$ ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Wilson Chevrolet at a cost of \$36,809.95 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting;
3. That Council directs staff to prepare the necessary by-law to purchase one (1) $\frac{1}{2}$ ton light duty trucks, as detailed in Request for Proposal PW-RFP-002-2019, from Bill Mathews Motors at a cost of \$32,119 plus applicable taxes for consideration at the June 18, 2019 Regular Council meeting; and
4. That Council approves the purchase of appurtenances for the above noted vehicles to an upset limit of \$1,500 plus applicable taxes.

Background

In conjunction with the Asset Management and Fleet Replacement Plans, staff recommended the replacement of two light duty trucks within the current fleet. Council considered and approved the replacement of these units as part of the 2019 budget process.

Request for Proposal (RFP) PW-RFP-002-2019 was distributed to known suppliers and advertised in the City's Bulletin and on the City's Website.

Analysis

Two (2) submissions were received in response to the Request for Proposals prior to the closing date of May 21st, 2019 at 2:00 p.m. The RFP was for the supply and delivery of two (2) new light duty pick-up trucks with an option to include a four-wheel drive option on any or all units.

The proposals were reviewed and evaluated in accordance to the requirements of the RFP and the deliverables to be provided by the successful service provider. The table below is the summary of the base pricing received from each of the dealers without the four-wheel drive option being considered.

The 2019 models proposed by Wilson Chevrolet are not available, and within there original submission they indicated a 5% increase to order a 2020 model for a $\frac{3}{4}$ ton and a 2% increase

Document Title: **PW-RFP-002-2019 Light Duty Trucks**

Closing Date: **Tuesday, May 28, 2019**

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

Department: **Public Works**

Opening Time: 2:00 p.m.

Submission Pricing

Bidder: Bill D'Amico Inc

Pick Up No. 1:	F-150 - 28,574 ⁰⁰
Pick Up No. 2:	F-250 - 37,754 ⁰⁰
Options	
Vinyl seats (ea.):	
Vinyl Floor (ea.):	
4 wheel drive:	
Box liner:	

Bidder:

Pick Up No. 1:	
Pick Up No. 2:	
Options	
Vinyl seats (ea.):	
Vinyl Floor (ea.):	
4 wheel drive:	
Box Liner:	

Bidder: Wilson Chevrolet

Pick Up No. 1:	1500 - 29,560 ⁰⁰
Pick Up No. 2:	2500 - 34,819 ⁰⁰
Options	
Vinyl seats (ea.):	
Vinyl Floor (ea.):	
4 wheel drive:	
Box liner:	

Bidder:



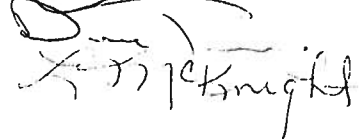
Pick Up No. 1:	
Pick Up No. 2:	
Options	
Vinyl seats (ea.):	
Vinyl Floor (ea.):	
4 wheel drive:	
Box Liner:	

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
G.D. Wazir
Mitch Lafreniere
Arianna Mixer
Dave Treen
Linda McKnight

Representing
T. SHORES
" " "
" " "
T. SHORES
Co of TS

Signature




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

Being a by-law to enter into a Purchase Agreement with
Wilson Chevrolet Limited for the supply and delivery of
two (2) Chevrolet Light Duty Trucks

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-018-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of two (2) Chevrolet Light Duty Trucks at a total cost of \$70,619.95 plus applicable taxes as well as appurtenances for these vehicles with an upset limit of \$1,500 plus applicable taxes for consideration at the June 18, 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 purchase agreement with Wilson Chevrolet Limited for the supply and delivery of two (2) Chevrolet Light Duty Trucks at a cost of \$70,619.95 plus applicable taxes as well as appurtenances for these vehicles at an upset limit of \$1,500 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-000

Vehicle Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Limited

For the supply and delivery of two (2) Chevrolet Light
Duty Trucks

This agreement made in duplicate this 18th day of June, 2019.

Between:

The Corporation of the City of Temiskaming Shores

(hereinafter called “the Owner”)

And:

Wilson Chevrolet Limited

(hereinafter called “the supplier”)

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide two (2) Chevrolet Light Duty Trucks in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-002-2019)
Supply and Delivery of Light Duty Trucks**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of two (2) 2019 Chevrolet Light Duty Trucks in the amount of Seventy Thousand, Six Hundred and Nineteen Dollars and Ninety-Five cents (\$70,619.95) plus applicable taxes;
- b) Pay the Supplier in lawful money of Canada for the purchase of appurtenances for the above noted vehicles in the amount of One Thousand, Five Hundred Dollars and Zero cents (\$1,500.00) plus applicable taxes;
- c) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

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

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

The Supplier:

Wilson Chevrolet Limited

100 Wilson Avenue
P.O. Box 100
New Liskeard, Ontario
P0J 1P0

Attn.: Michael Wilson

The Owner:

City of Temiskaming Shores

325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Attn.: Mitch Lafreniere

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)

Supplier's Seal)
(if applicable))

Municipal Seal)

Wilson Chevrolet Ltd.

Sales Manager – Michael Wilson

Witness - Signature

Print 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

Form of Agreement

Scope of Work

The two trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color ½ ton.
2. Standard cab pick-up with 8' box, white in color, 3/4 ton.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested: 1. <u>CHEVROLET 1500 2019</u> 2. <u>CHEVROLET 2500 2019</u>	✓ ✓		
Trucks to be have box liners or similar factory installed. Specify <u>SIMILAR</u>	✓		
The trucks provided shall have a full-service franchised dealer located within the City of Temiskaming shores Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores. <i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i>	✓ ✓		

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.	✓		DEALER " 4822284 SALESMAN " 1586456
All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.	✓		
See below for engine size for each vehicle: 1. 6 cylinder or equivalent 2. 8 cylinder or equivalent	✓		
Front seats to be bucket seats for all trucks	✓		40/20/40
Trailer towing package	✓		
Engine shall be equipped with a block heater	✓		
Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded			Days: 75/100
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
The only acceptable tire for all units is a BF Goodrich ATKO2 product # 29668. 10 Ply only will be accepted, no substitutes.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each			2WD 3/4 TON NOT AVAILABLE

City of Temiskaming Shores
PW-RFP-002-2019

Wilson Chevrolet Ltd

Supply and Delivery of New Light Duty Trucks

PW-RFP-002-2019

Contractor's submission of bid to:
The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED
(Registered Company Name/Individuals Name)

Of, 8833 47 HWY 65E NEW LISKEARD ON. R2X100 P05-1P0
(Registered Address and Postal Code)

Business:

Phone Number (205) - 647-4373

Fax Number (205) - 647-3062

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

Price for truck #1 (less HST) \$ 29,560.⁰⁰/₁₀₀

Price for truck #2 (less HST) 4x4 \$ 34,819.⁰⁰/₁₀₀

Note: see following page for optional items to be priced.

Note:

If these 2019 Chevrolet Pick-up trucks are not available due to the late date of your tender, we could order 2020 models with price assurance of 2% on the ½ ton models, and 5% on the ¾ ton.

Wilson Chevrolet Ltd

City of Temiskaming Shores
PW-RFP-002-2019

Supply and Delivery of New Light Duty Trucks

Optional vinyl seats for each	\$ <u>INCLUDED</u>
Optional vinyl floor	\$ <u>INCLUDED</u>
*Optional 4-wheel drive 1/2 TON PICK UP	\$ <u>4000.00</u>
Option for spray on type box liner	\$ <u>250.00</u>

* City may consider four-wheel drive option.

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks
NON-COLLUSION AFFIDAVIT

I/We WILSON CHEVROLET LIMITED the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.


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

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

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

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

Signed



Company Name

WILSON CHEVROLET LIMITED

Title

Sales manager

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks
Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at NEW LILBEARD this 16 day of MAY, 2019.

FIRM NAME: WILSON CHEVROLET LIMITED

BIDDER'S AUTHORIZED OFFICIAL: MICHAEL WILSON

TITLE: Sales manager

SIGNATURE: 

Registration No. 4822284

Ontario's Vehicle Sales Regulator

RONALD E. SUTTON

1586456

WILSON CHEVROLET LIMITED
O/A WILSON CHEVROLET BUICK GMC

2020/02/26

4822284

CertNo: 4762771

WILSON CHEVROLET LIMITED O/A WILSON CHEVROLET BUICK GMC

is registered under the Motor Vehicle Dealers Act

In accordance with Section 29(1) of the Regulations to the Motor Vehicle Dealers Act 2002, this certificate will be posted at the address above so the public is likely to see it.

Category	Subclass	Issue Date	Expiry Date
GENERAL DEALER	NEW AND USED MOTOR VEHICLES	2018 / 06 / 13	2019 / 07 / 31

Signature of Registrant

4762771



Ontario Motor Vehicle Industry Council

Conseil ontarien du commerce des véhicules automobiles

omvic.on.ca

Subject: Solid Waste Management - Agreement
with Phippen Waste Management Ltd.

Report No.: PW-019-2019
Agenda Date: June 18, 2019

Attachments

Appendix 01: Phippen Waste Management Proposal

Appendix 02: Additional Contractual Clauses

Appendix 03: Draft By-law Agreement – Phippen Waste Management

Recommendations

It is recommended:

1. That Council for the City of Temiskaming Shores acknowledges receipt of Administrative Report No. PW-019-2019; and
2. That Council directs staff to prepare the necessary by-law to enter into a 15 year agreement with Phippen Waste Management for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the current operating Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station for consideration by Council at the June 18, 2019 Regular Meeting of Council.

Background

At the Regular Council Meeting held on February 10th, 2015, Council entered into an agreement through By-law No. 2015-039 with Phippen Waste Management (Phippen's) for the collection, removal and disposal of refuse and recyclables; for the operation and maintenance of the Haileybury Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station.

The agreement was broken out into three separate schedules (A, B and C). Within each schedule the term of the agreement is to conclude on January 1, 2020. In addition, subsection 2.2 of each schedule states:

It is the intention of both the Corporation and the Contactor to renew the agreement for an additional five (5) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

As a result, Staff commenced negotiations with Phippen's on April 26th, 2019.

Analysis

As noted above, staff met with Phippen's on April 26th, 2019 to commence negotiations. It was decided that the best approach was to have Phippen's provide Staff with a proposal with options associated with the operation of the City's Solid Waste Management Program.

The proposal from Phippen's was received on May 10th, 2019 which is attached as Appendix 01. Three options were identified within the proposal.

Option 1 - 5-year extension to existing contract at an increase of 5% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year

Option 2 – 10-year extension to the existing contract at an increase of 2% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year

Option 3 – 15-year extension to the existing contract with plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year, renegotiate after first 5 and 10 years.

At the Public Works Committee Meeting held on May 14th, 2019 this item was discussed resulting in the adoption of Recommendation PW-2019-034 which reads as follows:

Be it resolved that the Public Works Committee hereby request that staff re-negotiate Option # 3 of the proposal from Phippen Waste Management for a 15-year extension to the existing contract with no negotiations at 5 and 10 years and only a CPI increase applied annually.

On May 21st, 2019, staff met again with Phippen's to discuss the above recommendation. Concerns were brought forth relating to no negotiations after 5 and 10 years throughout the 15-year agreement. The main focus of the concerns are unknown changes surrounding equipment purchases, fuel and job market fluctuations. In addition, there are still many unknowns relating to the transition of the Blue Box Program to full producer responsibility. Therefore, it was determined that it would be in the best interest of both parties that negotiations take place after year 5 and 10.

On May 30th 2019, the Corporate Services Committee met, where this item was discussed as well as the inclusion of contractual clauses within the agreement relating to the transition of the Blue Box Program to full producer responsibility. The contractual clauses include Change of Law Provisions, Assignment Clause, addition to the Force Majeure Clause and an Early Termination Clause and are outlined in Appendix 02. As a result, Recommendation CS-2019-024 was adopted which reads as follows:

Be it resolved that the Corporate Services Committee hereby recommends to move forward with Option #3 as outlined in the Phippen Waste Management proposal and directs staff to include the necessary clauses in regards to Waste Free Ontario Act within the agreement.

In addition, the Public Works Committee is in support of the Recommendation from the Corporate Services Committee.

In relation to the Early Termination Clause, this clause will protect both parties from costly litigation fees in the event that the contract be terminated as a result of the Waste Free Ontario Act. This clause would only be implemented if Council should choose not to be a service provider after the transition of the Blue Box Program to Full Producer Responsibility. Staff

requested that Phippen’s establish their cost incurred to terminate the contract schedules for the Collection and Disposal of Recycling (Schedule B) and the Operation of the Spoke Transfer Station (Schedule D) for years 1 through 4. These costs were received and a total 43% of the remaining contract for Schedule B and 32% of the remaining contract for Schedule D. The description of these costs include shared equipment and operational costs, depreciation and loss of profit.

As a result, staff contacted a member of the Continuous Improvement Fund Organization who has been working with many municipalities across Ontario dealing with similar situations. It was indicated to staff that the percentages presented were not unreasonable. Therefore, it is staff’s recommendation to include the cost incurred to terminate of 43% of the remaining contract within the Early Termination Clause of Schedule B and the cost incurred to terminate of 32% of the remaining contract within the Early Termination Clause of Schedule D.

To set the base pricing for the agreement which will commence on January 1st, 2020, a 2.2% increase to the current cost of the contract was added to accommodate the entitled CPI increase as outlined in the current agreement. Appendix 03 outlines the draft agreement with Phippen Waste Management.

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

As this contract will commence on January 1st, 2020 there is no impact on the 2019 Operating Budget. All necessary adjustments will be incorporated within the 2020 Operating Budget.

Alternatives

No alternatives were considered.

Submission

Prepared by:

Reviewed and approved by:

Reviewed and submitted for Council’s consideration by:

“Original signed by”

“Original signed by”

“Original signed by”

Steve Burnett
Technical & Environmental
Compliance Coordinator

G. Douglas Walsh, CET
Director of Public Works

Christopher W. Oslund
City Manager



Garbage and Recycling Services
643377 Sunnyside Rd
Haileybury, ON P0J 1K0
705-647-6217
hippen@parolink.net

May 10, 2019

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

Attention: Mayor Carmen Kidd and Council

Re: Full Solid Waste Management Program

Dear Mayor Kidd and Councillors

This letter is intended to formally propose a five, ten or fifteen year contract extension of the Full Solid Waste Management program. The contract now in place will be ending December 31, 2019.

Phippen Waste Management is proud to have served the City of Temiskaming Shores for a number of years providing our expertise in the waste collection and landfill site operation. We are also proud to have participated in the introduction of the automated waste and recycling collection. This has proved to be a very successful program for the City in keeping the life of the Haileybury landfill site extended and also providing the residents of Temiskaming Shores with a tidy respectable service. We have established an exceptional working relationship with the Works Department and staff over the years and feel we can continue providing the City with the same professional service as in the past.

Option 1:

Phippen Waste Management propose a 5 year extension to the existing contract at an increase of 5% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year

Option 2:

To plan further into the future with the City of Temiskaming Shores and Phippen Waste Management, we propose a 10 year extension to the existing contract at an increase of 2% plus an annual CPI Ontario "all items excluding energy" increase at the beginning of each year. Renegotiate after first 5 years.

Option 3:

Phippen Waste Management, propose a 15 year extension to the existing contract with an annual CPI Ontario "all items excluding energy" increase at the beginning of each year. Renegotiate after first 5 years and 10 years.

Phippen Waste Management has not missed a day of collection in over 35 years and we wish to continue providing the City with professional and reliable service. We take great pride in providing clean well maintained vehicles and courteous employees. We also enjoy and respect the good working relationship we have with the City and very appreciative of your support.

Yours very truly,

Randy Phippen

Proposed Contractual Clause Additions based on the Waste Free Ontario Act

Change of Law Provisions

1. The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
2. For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
3. In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
4. A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
 - (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
5. If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
 - (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;

- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
6. Any costs and/or expenses required or may no longer be required as a result of the Change of Law. In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

Early Termination Clause

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract. In the event of change, alteration and/or amendment to Applicable Law, the need for Early Termination of the Contract may be necessary. Should this Early Termination of the Contract occur, both parties agree that the Contractor be paid Cost Incurred to Terminate based on the table below. In the event that the Contractor continues to provide similar services as described within this contract, but not through an agreement with the Corporation, the below Cost Incurred to Terminate will not apply.

Contract Year	Cost Incurred to Terminate	Description of Cost Incurred
Year 1		
Year 2		
Year 3		
Year 4		

Assignment Clause

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

Force Majeure Clause

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract sufficiently to be classified, in the sole discretion of the Corporation, as a "Force Majeure" event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of the Contract to the extent that such alteration or change may be classified in the sole discretion of the Corporation, acting reasonably, as a "Force Majeure" event.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-000

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

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-019-2019 at the June 18, 2019 Regular Meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse; for the collection, removal and disposal of recyclable materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations for consideration at the June 18, 2019 Regular Meeting of Council;

And whereas Council deems it necessary to enter into an agreement with Phippen Waste Management Limited;

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 Phippen Waste Management Limited for the collection, removal and disposal of refuse, a copy of which is attached hereto as **Schedule "A"** forming part of this by-law; for the collection, removal and disposal of recycling material, a copy of which is attached hereto as **Schedule "B"** forming part of this by-law; for the operation and maintenance of the currently operated Municipal Landfill Site, a copy of which is attached hereto as **Schedule "C"** forming part of this by-law; and for operation and maintenance of the Municipal Spoke Transfer Station, a copy of which is attached hereto as **Schedule "D"** forming part of this by-law.
2. That the Term of this agreement shall commence on January 1, 2020 and terminate on December 31, 2024.
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 schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 18th day of June, 2019.

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

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Refuse

This Agreement made in triplicate this 18th day of June, 2019

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of refuse;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1. Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 65 – gallon garbage container designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Refuse on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Refuse from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the resident's property, onto the collection vehicle;
- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Refuse;
- 1.8 **Containerized Collection** means the system of collection of garbage, placed in Approved Containers by means of a front-end collection vehicle;

- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items excluding energy, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the currently operated Municipal Landfill Site off of Dump Road or other location as determined by the Corporation;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement
- 1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021, as amended.

2. Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day on December, 2024.**
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year 10. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3. Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4. Termination of this Agreement

- 4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5. Remuneration

- 5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.
- 5.2 The Corporation shall pay to the Contractor *two dollars and nineteen cents (\$2.19)* plus HST per cart, for a minimum collection of 4,200 carts per week.
- 5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Refuse	
Size of Dumpster	Rate per Month
Two (2) Yard	\$43.57, plus HST
Four (4) Yard	\$63.95, plus HST

Six (6) Yard	\$83.19, plus HST
--------------	-------------------

- 5.4 The Corporation shall pay the Contractor a monthly amount of *six hundred and forty-five dollars and forty-one cents* (\$645.41) plus HST for the Semi-Automated Collection of Refuse for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 5.5 The Corporation shall also pay the Contractor an amount of *eleven dollars and twenty-eight cents* (\$11.28) plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 5.8 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

6. Applicable by-laws

For the purposes of this agreement the applicable By-law is the Solid Waste Management By-law No. 2015-021, as amended.

7. Change of Law Provisions

- 7.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 7.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

- 7.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 7.4 A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 7.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
 - (vi) Any costs and/or expenses required or may no longer be required as a result of the Change of Law.
- 7.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

8. Collection Schedule – Residential Areas

- 8.1 The Contractor undertakes and agrees to carry-out the collection and disposal of garbage and other Refuse within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 8.2 That residential garbage collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags) per residential unit;
- 8.3 That garbage shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

9. Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.
South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter’s Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

10. Collection Schedule – Industrial, Commercial, Institutional Sectors

10.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;

10.2 That ICI collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags), per ICI unit;

10.3 That garbage collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

11. Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Refuse from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Garbage - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Garbage – Fridays – prior to morning rush

12. Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

13. Equipment / Staffing

13.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Refuse in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance,

washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

13.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

14. Health and Safety

14.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

14.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

14.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

15. Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

16. Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor's Office.

17. Contractor's Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the garbage Collection Services may be received and processed by the said Contractor.

18. Ratepayer Concern Report

18.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

18.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

19. Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

20. Collection Schedule

20.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

20.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

21. Changes to Collection Schedule

21.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;

21.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

22. Collection

22.1 The Contractor will be required to collect Refuse from the curb side adjacent to the householders' premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.

22.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.

22.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set-up of Collection Locations and collection dates.

22.4 The Contractor will be required to collect Refuse materials from households that have been approved by the Corporation as requiring the assisted waste collection

service, providing the resident(s) complies with responsibilities related to the Collection Service.

22.5 The Contractor shall attach "notices tags" provided by the Corporation, on Approved Containers when found in compliance with the Corporation's Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.

22.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.

22.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation's Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

23. Holiday Collections

23.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

23.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require, as described in section 20.2 of this agreement.

24. Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

25. Disposal Site

25.1 All Refuse collected must be deposited at the Disposal Site. The Contractor shall deposit Refuse at other temporary areas designated from time-to-time as the Corporation may direct.

25.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver refuse outside established operating hours.

26. Supplementary Services by Contractor to the Public

26.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

26.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

27. Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

28. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or

on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

29. Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

30. Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

31. Assignment and Sub-Contractors

The Contractor shall not **assign or sub-let the contract** or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

32. Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

33. Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

34. Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination

of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

35. Other Rights

The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

36. Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

37. Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

38. Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Remainder of page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "B" to

By-law No. 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Recyclable Materials

This Agreement made in triplicate this 18th day of June, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the “Corporation”)
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the “Contractor”)
Party of the Second Part

whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of recyclable material;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1. Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 95-gallon recycling container designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Recyclable Materials on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Recyclable Materials from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the residents property, onto the collection vehicle;
- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Recyclable Materials;

- 1.8 **Containerized Collection** means the system of collection of recyclable material placed in Approved Containers by means of a front-end collection vehicle;
- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the currently operated Municipal Landfill Site off of Dump Road or other location as determined by the Corporation;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement
- 1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021, as amended.

2. Term

2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December 2024.**

2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3. Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4. Termination of this Agreement

4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

4.3 Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract. In the event of change, alteration and/or amendment to Applicable Law, the need for Early Termination of the Contract may be necessary. Should this Early Termination of the Contract occur, both parties agree that the Contractor be paid Cost Incurred to Terminate based on the table below. In the event that the Contractor continues to provide similar services as described within this contract, but not through an agreement with the Corporation, the below Cost Incurred to Terminate will not apply.

Contract Year	Cost Incurred to Terminate	Description of Cost Incurred
Year 1	43% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss

Year 2	43% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 3	43% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 4	43% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss

5. Remuneration

- 5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.
- 5.2 The Corporation shall pay to the Contractor *two dollars and nineteen cents (\$2.19)* plus HST per cart, for a minimum collection of 4,200 carts per week.
- 5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Recyclable	
Size of Dumpster	Rate per Month
Two (2) Yard	\$49.57, plus HST
Four (4) Yard	\$68.97, plus HST
Six (6) Yard	\$85.79, plus HST

- 5.4 The Corporation shall pay the Contractor a monthly amount of *six hundred and forty-five dollars and forty-one cents (\$645.41)* plus HST for the Semi-Automated Collection of Recyclable Materials for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 5.5 The Corporation shall also pay the Contractor an amount of *eleven dollars and twenty-eight cents (\$11.28)* plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works,

have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

- 5.8 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

6. Applicable by-laws

For the purposes of this agreement the applicable By-law is the Solid Waste Management By-law No. 2015-021, as amended.

7. Change of Law Provisions

- 7.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 7.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
- 7.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 7.4 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 7.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance

of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the Change of Law;
- (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*

7.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor’s responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

8. Collection Schedule – Residential Areas

- 8.1 The Contractor undertakes and agrees to carry-out the collection and disposal of Recyclable Materials within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 8.2 That residential recycling collection shall be limited to one (1) 95 gallon bin (equivalent of six (6) regular sized garbage bags) per residential unit;
- 8.3 That recycling shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

9. Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.

South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter’s Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

10. Collection Schedule – Industrial, Commercial, Institutional Sectors

10.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse and Recyclable Materials from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;

10.2 That ICI collection shall be limited up to four (4) 95 gallon bins (equivalent of eighteen (24) regular sized garbage bags), per ICI unit;

10.3 That recycling collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

11. Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Recyclable Materials from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Recycling - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Recycling – Fridays – prior to morning rush

12. Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

13. Equipment / Staffing

13.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Recyclable Materials in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

13.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

14. Health and Safety

14.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

14.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

14.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

15. Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

16. Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

17. Contractor’s Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the recycling Collection Services may be received and processed by the said Contractor.

18. Ratepayer Concern Report

18.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

18.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

19. Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

20. Collection Schedule

20.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

20.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

21. Changes to Collection Schedule

- 21.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;
- 21.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

22. Collection

- 22.1 The Contractor will be required to collect Recyclable Materials from the curb side adjacent to the householders’ premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.
- 22.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.
- 22.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set up of Collection Locations and collection dates.
- 22.4 The Contractor will be required to collect Recyclable materials from households that have been approved by the Corporation as requiring the assisted waste collection service, providing the resident(s) complies with responsibilities related to the Collection Service.
- 22.5 The Contractor shall attach “notices tags” provided by the Corporation, on Approved Containers when found in compliance with the Corporations Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.
- 22.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.

22.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation’s Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

23. Holiday Collections

23.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

23.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require, as described in section 20.2 of this agreement.

24. Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

25. Disposal Site

25.1 All Recyclable Materials must be deposited at the Spoke Transfer Station. The Contractor shall deposit Recyclable Materials at other temporary areas designated from time-to-time as the Corporation may direct.

25.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver recyclable materials outside established operating hours.

26. Supplementary Services by Contractor to the Public

26.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

26.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor’s duties in this Agreement.

27. Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

28. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

29. Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor

shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

30. Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario’s Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

31. Assignment of Contract

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days’ written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the

Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

32. Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

33. Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

34. Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which

may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

35. Other Rights

The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

36. Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

37. Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

38. Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob

violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract sufficiently to be classified, in the sole discretion of the Corporation, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of the Contract to the extent that such alteration or change may be classified in the sole discretion of the Corporation, acting reasonably, as a “Force Majeure” event.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor’s Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “C” to

By-law No. 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the currently operated
Municipal Landfill Site

this Agreement made in triplicate this 18th day of June, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the currently operated Municipal Landfill Site.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Aggregate** shall mean crushed rock or gravel screened to size for use in road surfaces, concrete, or bituminous mixes;
- 1.2 **Angle of Repose** shall mean the maximum acute angle that the inclined surface of a pile of loosely divided material can make with the horizontal;
- 1.3 **Asbestos Waste** shall mean solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products that contains asbestos in more than a trivial amount or proportion;
- 1.4 **Backfill** shall mean the material used to refill a ditch or other excavation, or the process of doing so;
- 1.5 **Bearing Capacity** shall mean the maximum load that a material can support before failing;
- 1.6 **Bucket** shall mean an open container affixed to the movable arms of a wheeled or tracked vehicle to spread solid waste and cover material, and to excavate soil (bucket loader);
- 1.7 **Bulldozer** shall mean a tracked vehicle equipped with a blade;
- 1.8 **Cell** shall mean compacted solid wastes that are enclosed by natural soil or cover material in a sanitary landfill;

- 1.9 **Cell Height** shall mean the vertical distance between the top and bottom of the compacted solid waste enclosed by natural soil or cover material in a sanitary landfill;
- 1.10 **Cell Thickness** shall mean the perpendicular distance between the cover materials placed over the last working face of two successive cells in a sanitary landfill;
- 1.11 **Clay** shall mean a fine grained soil having liquid limits and plasticity indexes that plot above the A-line on the Unified Soil Classification System plasticity chart;
- 1.12 **Compactor** shall mean a vehicle with a blade and with steel wheels that have load concentrators to provide compaction and a crushing effect;
- 1.13 **Compost** shall mean relatively stable decomposed organic material used to fertilize and condition soil;
- 1.14 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.15 **Contaminated Waste** shall mean any material from the clean-up of a spill of a commercial chemical product or petroleum product that meets specifications, is permitted within the Disposal Site;
- 1.16 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.17 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.18 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.19 **Disposal Site** means the currently operated Municipal Landfill Site;
- 1.20 **Cover Material** shall mean soil that is used to cover compacted soil waste in a sanitary landfill;
- 1.21 **Cutoff Trench** shall mean a trench that is filled with material that is impermeable or very permeable to the flow of gas or water. The barrier is used to prevent the movement of gas or water or to intercept them and to direct them to another location;
- 1.22 **Demolition Waste** see definition for Waste, Construction and Demolition;
- 1.23 **Density (Sanitary Landfill)** shall be as outlined in the following table;

- Actual Refuse Density: weight of solid waste/volume of solid waste.
Apparent Refuse Density: weight of solid waste/volume of solid waste and soil.
Fill Density or Combined: weight of solid waste and soil/volume of solid waste and soil.
- 1.24 **Drainage** shall mean provisions for directing the runoff that occurs from precipitation or overload flow in such a way as to prevent contact with refuse or interference with landfill operations;
- 1.25 **Dumping** shall mean an indiscriminate method of disposing of solid waste. To indicate unloading or emptying of a container, use discharging;
- 1.26 **Effluent** shall mean the substances that flow out of a designated source;
- 1.27 **Face** see definition for Working Face;
- 1.28 **Fill** see Sanitary Landfill;
- 1.29 **Food Waste** shall mean animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, and serving of foods; commonly called garbage;
- 1.30 **Gradient** shall mean the degree of slope or a rate of change;
- 1.31 **Gravel** shall mean rock fragments from 2 mm to 64 mm (0.08" to 2.5") in diameter; gravel mixed with sand, cobbles, boulders, and containing no more than 15% of fines;
- 1.32 **Ground Water** shall mean water that occupies the voids within a geologic stratum;
- 1.33 **Ground Water Runoff** shall mean that part of the ground water which is discharged into a stream channel as spring or seepage water;
- 1.34 **Hydrology** shall mean the science dealing with the properties, distribution, and flow of water on or in the earth;
- 1.35 **Infiltration** shall mean the process whereby some precipitation flows through the surface of the ground;
- 1.36 **Lift** shall mean in a sanitary landfill, a compacted layer of solid wastes and the top layer of cover material. A lift is usually composed of several cells;
- 1.37 **Litter** shall mean wantonly discarded material;
- 1.38 **Loam** shall mean a soft easily worked soil containing sand, silt and clay;

- 1.39 **Municipal Waste** shall include:
- a. any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste and;
 - b. solid fuel whether or not it is waste that is derived in whole or in part from the waste included in clause a.;
- 1.40 **Open Burning** shall mean uncontrolled burning of wastes in the open or in an open dump Note: Opening burning is not permitted;
- 1.41 **Recovery** shall mean the process of obtaining materials or energy resources from solid waste. Synonyms: Extraction, Reclamation, Salvaging;
- 1.42 **Runoff** shall mean that portion of precipitation or irrigation water that drains from an area as surface flow;
- 1.43 **Salvaging** shall mean the controlled removal of waste material for utilization;
- 1.44 **Sand** shall mean a coarse-grained soil, the greater portion of which passes through a No. 4 sieve, according to the Unified Soil Classification System;
- 1.45 **Sanitary Landfill** shall mean a site where solid waste is disposed of using sanitary landfilling techniques;
- 1.46 **Sanitary Landfilling** shall mean an engineered method of disposing of solid waste on land in a manner that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil by the end of each working day or at more frequent intervals as may be necessary;
- 1.47 **Sanitary Landfilling Methods** shall include the following:
- a. **Area**: A method in which the wastes are spread and compacted on the surface of the ground and cover material is spread and compacted over them.
 - b. **Trench**: A method in which the waste is spread and compacted in a trench. The excavated soil is spread and compacted over the waste to form the basic cell structure.
- 1.48 **Scavenging** shall mean the uncontrolled removal of materials at any point in the solid waste stream;
- 1.49 **Seepage** shall mean the movement of water or gas through soil without forming definite channels;

- 1.50 **Separation** shall mean the systematic division of solid waste into designated categories;
- 1.51 **Settlement** shall mean a gradual subsidence of material;
- 1.52 **Settlement Differential** shall mean the non-uniform subsidence of material from a fixed horizontal reference plane;
- 1.53 **Slope** shall mean the deviation of a surface from the horizontal expressed as a percentage, by a ratio, or in degrees;
- 1.54 **Solid Waste** shall mean useless, unwanted, or discarded material with insufficient liquid content to be free-flowing;
- 1.55 **Solid Waste, Agricultural** shall mean the solid waste that results from the rearing and slaughtering of animals and the processing of animal products and orchard and field crops;
- 1.56 **Solid Waste, Commercial** shall mean the solid waste generated by stores, offices, and other activities that do not actually turn out a product;
- 1.57 **Solid Waste, Industrial** shall mean the solid waste that results from industrial processes and manufacturing;
- 1.58 **Solid Waste, Institutional** shall mean the solid wastes originating from educational, health care, and research facilities;
- 1.59 **Solid Waste, Municipal** shall mean residential and commercial solid waste generated within a community;
- 1.60 **Solid Waste, Pesticide** shall mean the residue resulting from the manufacturing, handling, or use of chemicals for killing plant and animal pests;
- 1.61 **Solid Waste, Residential** shall mean all solid waste that normally originates in a residential environment; sometimes called municipal solid waste;
- 1.62 **Solid Waste Management** shall mean the purposeful systematic control of the generation, storage, collection, transport, separation, processing, recycling, recovery, and disposal of solid waste;
- 1.63 **Subsoil** shall mean that part of the soil beneath the topsoil usually without an appreciable organic matter content;
- 1.64 **Toe** shall mean the bottom of the working face at a sanitary landfill;
- 1.65 **Topsoil** shall mean the topmost layer of soil; usually refers to soil that contains humus and is capable of supporting good plant growth;

- 1.66 **Topographic Map** shall mean a map indicating surface elevations and slopes;
- 1.67 **Waste, Bulky** shall mean items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods;
- 1.68 **Waste, Construction and Demolition** shall mean building materials and rubble resulting from construction, remodeling, repair, and demolition operations;
- 1.69 **Waste, Hazardous** shall mean those wastes that require special handling to avoid illness or injury to persons or damage to property;
- 1.70 **Waste, Special** shall mean those wastes that require extraordinary management;
- 1.71 **Waste, Wood Pulp** shall mean wood or paper fiber residue resulting from a manufacturing process;
- 1.72 **Waste, Yard** shall mean plant clippings, prunings, and other discarded material from yards and gardens. Also known as yard rubbish;
- 1.73 **Water Table** shall mean the upper limit of the part of the soil or underlying rock material that is wholly saturated with water;
- 1.74 **Water Table, Perched** shall mean a water table, usually of limited area, maintained above the normal free-water elevation by the presence of an intervening, relatively impervious stratum;
- 1.75 **Working Face** shall mean that portion of a sanitary landfill where waste is discharged by collection trucks and is compacted prior to placement of cover material;

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December, 2024**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Renegotiation

The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened, or if operational changes are required during the term of this Agreement.

4.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

5.0 Termination of this Agreement

5.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

5.2 Notwithstanding 5.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

6.0 Remuneration

6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the Contract, including one 28 ton compactor and one Sea-Can for oil filters, paints, etc.

6.2 The Corporation shall pay to the Contractor a monthly amount of *twenty-one thousand, eight hundred and fifty dollars (\$ 21,850.00)* plus HST for the operation and maintenance of the Disposal Site.

6.3 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.

6.4 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

6.5 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding

energy outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

7.0 General Duties and Intent

The Contractor agrees to operate the Disposal Site in accordance with **Appendix 02 - Certificate of Approval (C of A) No. A570402**, attached to and forming part of this agreement. Particular attention is drawn to the following sections of the C of A:

Section(s)	Title
2	Site Operation
3	Employee Training
4	Complaints Response Procedure
5	Emergency Response
6	Record Keeping and Reporting
10	Waste Diversion
11	Leaf and Yard Waste Composting

In addition, other general duties to be completed by the Contractor under this agreement are as follows:

1. grading of landfill trenches,
2. direction of, construction of, compaction of and covering of waste cells,
3. supply of all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to herein;

It is the intent of the Parties that during the currency of this Contract, the Contractor shall furnish all labour, material, equipment, articles and things necessary for proper and satisfactory disposal of all solid wastes "garbage" including municipal, commercial and industrial waste. It is understood and acknowledged by the Contractor that the City prohibits the disposal, or co-disposal of solid wastes, of hazardous waste materials, or recyclable materials at the disposal site.

8.0 Change of Law Provisions

- 8.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 8.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing

the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

- 8.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 8.4 A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 8.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*
- 8.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting

variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

9.0 Regulations

The Contractor shall make known to himself, its agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval No. A 570402, the Environmental Protection Act (EPA), Ontario Regulation 347/90 "*General - Waste Management*" under the EPA, Ontario Regulation 232/98 "*Landfilling Sites*" under the EPA.

10.0 Groundwater Monitoring

The Landfill Operator is not responsible for any aspect of any groundwater-monitoring program with the exception of ensuring that all monitoring apparatus (i.e. wells, staff gauges, etc.) are protected and not damaged from the daily operations of the site.

11.0 Equipment / Staffing

11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder. For the purpose of this agreement, "adequate equipment" shall include at a minimum, without limiting the generality of the foregoing, one 22 ton loader, one 17 ton excavator and one plough truck.

Require the utilization of a 28 ton steel-wheeled compactor, or equivalent.

The Contractor undertakes to keep such equipment in a good state of repair. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

11.2 The Contractor shall be responsible for the hiring, and the compensation / benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work coveralls and applicable safety equipment when at the Disposal Site and when carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Contractor's Office

The Contractor shall maintain an office (modified Sea-Can) within easy access of the Disposal Site at all times during the currency of the Contract and such office shall be staffed such that during normal working hours. Ratepayer concerns respecting the sanitary landfill site may be received and processed by the said Contractor. All ratepayer concerns are to be recorded in duplicate on forms to be approved by the Corporation. One copy of the ratepayer concern form, duly filled out with a notation of the action taken on all concerns shall be forwarded daily to the Corporation for its records.

14.0 Standard of Performance

All work to be performed under this Contract will be supervised by and must be to the satisfaction of the Corporation or its Appointee, and be carried out in accordance with the Acts and Regulations of the Province of Ontario, and or written instructions from the Corporation.

15.0 Acceptance of Waste

15.1 All solid waste except tires, yard waste and metal waste will be disposed of by the trench method of sanitary landfilling, such trench method to follow the guidelines herein after set out.

15.2 The Contractor shall have trenches excavated in accordance with provisions outlined by the Director of Public Works. Whenever possible trenches shall be shaped in accordance with **Appendix 03 – Trench Detail (Sheet 5)**.

15.3 Compaction equipment will be utilized for the compaction of accepted Refuse.

15.4 Excavated material is to be stockpiled for later use as cover material.

15.5 It is anticipated that the contractor shall be required to excavate one trench per year each fall, additional trench excavations required within the one (1) year period shall be performed by the City.

15.6 Cells are to be filled in accordance to **Appendix 03 –Trench Detail (Sheet 5)**. The waste shall be compacted by traveling over it with the wheel loader with a minimum of four (4) passes. When refuse in a cell reaches the original ground elevation the top and faces will be covered with 150 mm (6 inches) of cover material prior to placement of refuse beyond original ground elevation.

15.7 The Director of Public Works shall designate the working areas and stages of construction.

16.0 Pathological Waste and Dead Animals

The Contractor shall not permit the disposal of pathological waste or dead animals.

17.0 Unacceptable Waste

The Contractor shall not accept recyclable materials, chemical wastes, any liquid waste, car bodies, recreational hulks such as ATV's, snowmobiles, motorcycles, and garden tractors or farm machinery.

18.0 Open Burning Procedures

Open burning is not permitted at the Disposal Site.

19.0 Winter Operations

19.1 The Contractor shall complete the following special procedures that are necessary in order to maintain an efficient winter operation. Prior to each winter, the contractor shall make sure that:

1. all the trenches which are needed for the winter are excavated;
2. the excavated material is placed around the trenches, and;
3. that some of this material is stockpiled in the trench bottom and covered with straw prior to freeze up.

19.2 The contractor shall clear snow from all roads within the site. Sand shall be stored at the garage to be applied to the roads as needed. Sand is to be applied on Dump Road and within the Sanitary Landfill site by the Corporation on an as need basis. The access road to the trench shall be maintained and cleared of snow by the Contractor. Where possible, a slight uphill gradient at the approach to the trenches will be maintained by the Contractor.

19.3 Stop logs and signs shall be placed by the Contractor around the trench access points to maintain a safe winter operation. When the ground thaws, the contractor shall conduct a spring clean-up.

20.0 Tipping Fees

20.1 The Contractor's attendant at the site(s) shall prepare and maintain, in safe keeping, all records the City of Temiskaming Shores requires for invoicing or general statistics, and shall be provided to the Corporation on a monthly basis.

20.2 The Contractor's attendant shall validate volumes by cubic yard and identify the type of waste being disposed of at the site(s) and impose the applicable tipping fee. Applicable tipping fees are adopted through either a By-law or Resolution of Council. The Corporation shall provide the Contractor with the most current tipping fee schedules. The Contractor shall provide the Corporation with 100 percent of the tipping fees collected at the currently operated Municipal Landfill, as well as the supporting documentation on a monthly basis.

20.3 Individuals shall have the ability to make cash payments to the Contractor's attendant. The Contractor shall complete a tipping fee ticket for all Refuse to which a fee is applicable. The Contractor shall also maintain accurate records of all refuse delivered whether a fee is applicable or not.

20.4 The Contractor shall be entitled to *seven dollars per cubic yard* (\$ 7.00/cubic yard) of the tipping fees collected for contaminated waste as compensation for additional time and labour for handling of the material. The Corporation shall calculate the amount payable to the Contractor for each month based on the records of contaminated waste deposited at the currently operated Landfill Site.

20.5 The Contractor shall be entitled to fifty-percent (50%) of the tipping fees (net reserve fund contribution) collected for large deposits of construction and demolition materials accepted at the Disposal Site over 40 cubic yards. The Corporation shall calculate the amount payable to the Contractor for each month based on the records of large deposits of construction and demolition materials at the currently operated Landfill Site.

21.0 Tipping Fee Audit

The City at its sole discretion may have an independent audit conducting with respect to tipping fees collected through the municipality's auditor.

22.0 Tipping Fee Exemptions

The intent of the shared tipping fee with the Contractor is to allow the Contractor to recover expenses incurred for landfill operations, which cannot be foreseen. However there are applicable tipping fees to which cost sharing is exempt and are as follows:

Exempted from Cost Sharing	Rationale
Residential Refuse Collection Program	The City collects residential refuse via private contractor, the cost of which is recovered under the tax levy.
Tires	The Landfill Operator applies the applicable tipping fee. Tires are directed to a stockpile and periodically removed from site by the City. Applicable fee is retained by City to offset removal costs.
Amnesty Program	As detailed herein, the City provides an Amnesty Program for residents of Temiskaming Shores. All material delivered in association with this program shall be exempt from tipping fees, with some exclusions.
Metals / Bulky Waste (surcharge fee)	The Landfill Operator is to apply a surcharge fee for items containing freon gas (i.e. not tagged by a qualified person outlining freon gas has been removed). The surcharge fee is utilized by City to retain a qualified person to remove freon

	gas.
City of Temiskaming Shores ¹ Projects	Contractors working for and depositing materials belonging to the Municipality may be exempt from tipping fees.

¹ The Contractor shall have the ability to request compensation for Corporation projects that will have an impact on the operation of the Disposal Site such as the demolition of a commercial building. Compensation in this regard would be similar to a project from a private company.

23.0 Salvage Materials

23.1 Salvageable metal waste includes steel, tin, white metals (appliances), hot water tanks, propane tanks, and all other such metals that can be reused or recycled. The Contractor shall ensure that metals delivered are segregated by the persons delivering the metals into metal drums, metal pipes, and miscellaneous metal waste for salvaging or recycling purposes.

23.2 The City shall have all rights to salvageable materials. The Contractor will be responsible for sorting and keeping it in a neat orderly fashion in an area approved by the Director of Public Works.

23.3 The City shall endeavor to dispose of all salvageable metal waste by October 31st of each year during the term of this contract.

24.0 Inspection of the Disposal Site

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the disposal site at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

25.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

26.0 Temiskaming Shores Waste

The Contractor shall accept waste generated from within the City of Temiskaming Shores. Waste generated or originating from outside the boundaries Temiskaming Shores shall not be accepted.

All requests for disposal of waste generated from outside the City of Temiskaming Shores require approval of Council for the City of Temiskaming Shores.

27.0 Cobalt Waste

The Contractor shall accept waste generated from within the Town of Cobalt. However, waste from the Town of Cobalt must be in compliance with the provisions contained herein.

28.0 Disposal Site and Hours of Operation

During the currency of this agreement, the Contractor shall:

- 28.1 keep at least one (1) person in attendance at the Disposal Site during normal hours of operation;
- 28.2 keep access gates locked at all times outside of normal hours of operation;
- 28.3 maintain signs and buildings on the Disposal Site to the satisfaction of the Director of Public Works and/or the Ministry of Environment;

The normal operating hours shall be as follows:

DAYS	HOURS
Sunday and Monday	CLOSED
Tuesday to Saturday	8:30 a.m. – 4:30 p.m.

**Open for a total of 8 hours per day.

29.0 Holidays

The Disposal Site shall be closed on Statutory Holidays. In the event a Statutory Holiday falls on a Monday, the next day (Tuesday) shall be in lieu of the Statutory Holiday and the site shall be closed. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

30.0 Access Roads and Traffic Control

30.1 The main access roads and on-site roads shall be maintained so that vehicles hauling waste to and on the site may travel readily on any day under all normal weather conditions.

30.2 Access to the site shall be limited to such times as an attendant is on duty and the site shall be restricted to use by persons authorized to deposit waste in the fill area.

30.3 The Contractor shall at all times carry on the work in a manner that will create the least possible interference with traffic entering or leaving the work site and shall at his own expense, control and direct traffic within the site by the erection of appropriate signage and safeguards for the prevention of accidents at the site.

31.0 Records

31.1 The Contractor shall maintain all established records in regards to the operation of the Disposal Site.

31.2 The Contractor shall submit all records on a monthly basis, or upon request by the Corporation for the purpose of issuing notices or invoices.

31.3 The Corporation reserves the right to modify records from time-to-time as it sees fit.

32.0 Operating Procedures

32.1 It is understood and acknowledged by the Contractor that the City may develop from time-to-time operating procedures for the safe operation and maintenance of the Disposal Site. The Contractor shall ensure that operating procedures are followed.

32.2 The Contractor shall maintain a record of operating procedures at the Disposal Site.

33.0 Lines and Grades

The Director of Public Works shall set such stakes as he/she may deem necessary to properly define the general location, alignment, elevation and grade of the work. The

Contractor shall be responsible for detail, dimensions and elevations measured from the lines, grades and elevations so established.

34.0 Diversionary Program Implementation

34.1 The Corporation during the term of this agreement will investigate or participate in various Diversionary Programs (DP). The DP's currently under consideration are described in general as follows:

Diversiory Program	Program Description
Municipal Hazardous or Special Waste (MHSW)	Stewardship Ontario launched a MHSW program in 2008 aimed at diverting more than 33,000 tonnes of MHSW from landfills.
Waste Electronic and Electrical Equipment (WEEE)	The MOE through the Ontario Electronic Stewardship Program (OES) launched Phase 1 of the WEEE program. In order to participate, OES has established manuals for the process to receive and ship WEEE materials. The Corporation has entered

	into an agreement with the OES for the collection of WEEE materials via a bin located at the Landfill Site.
Construction / Demolition Waste Policies	The Corporation intends to be more assertive with Construction & Demolition (C&D) projects. The Corporation will develop municipal policy/guidelines for C&D projects.
Re-Use Facility	A <i>Re-Use Facility</i> within Temiskaming Shores will be considered. Such a facility will permit residents to drop off or pick-up used articles and may or may not be located at the Disposal Site. In the event such a facility is established at the Disposal, the Landfill Operator would have care and control over the facility.

34.2 Both parties to this agreement recognize that these and other provincially driven Diversionary Programs may be proposed via a Stewardship Program. Under a Stewardship Program, original generators of the product (i.e. computer) contribute to a reserve that covers the full cost to recycle the product at the end of its lifecycle.

34.3 It is understood that the City of Temiskaming Shores will be taking advantage of Diversionary Programs if they are in the best interest of the municipality. It is further understood that depending on the parameters associated with the implementation of a Diversionary Program there could be an impact on this agreement.

34.4 It is mutually agreed by both parties that the implementation of a diversionary program may warrant modifications to this agreement or establishment of an additional agreement indirectly related to the operation and maintenance of the Disposal Site.

34.5 Thus, it is mutually agreed that the parties hereto shall evaluate the impacts of implementing a Diversionary Program with the objective of determining appropriate modifications to this agreement or the establishment of a separate agreement.

35.0 Amnesty Program

35.1 The Corporation has implemented an *Amnesty Program* consisting of two (2) weeks of amnesty (no tipping fees) with some restrictions at the Disposal Site.

35.2 The Amnesty Program has the following restrictions/conditions:

- Applicable to residents of Temiskaming Shores, and is not applicable for Industrial - Commercial or Institutional entities;
- Amnesty shall include no applicable Tipping Fee for brush;
- Tipping Fees remain applicable for Category 4 Items - Contaminated Waste;

- Surcharge fee of \$60 remains applicable for Metals/Bulky Waste containing Freon gas.

36.0 Consultation Meetings – Performance Measures

The Contractor and Corporation agree that the orderly maintenance and operation of the Disposal Site is a priority with both parties. Therefore, it is agreed that both parties are to meet on a regular basis, at a minimum of every three (3) months, to review operational issues as well as to review the following performance measures:

36.1 Control of Scatter Waste

Waste is contained to a small working face area and blown refuse and/or refuse not deposited in the proper location has been collected and placed into the active face of the landfill. Confirm if there is sufficient evidence to suggest a reasonable effort on the part of the contractor has been made to control Scatter Waste.

36.2 Active Working Face

The active working face is to be agreed upon and may vary from time-to-time. The Active working face should allow sufficient room for disposal and compaction equipment to operate while minimizing the amount of exposed waste. All areas not comprising the active face should contain intermediate or final cover material. The City is to ensure sufficient material is available for cover purposes.

36.3 Placement of Daily Cover

The Contractor is to apply daily cover, being a minimum of 150 mm thick clay layer applied throughout the active working face at the end of the working day. The application of 150 mm of clay would not be required if approval for an alternative cover material is approved through the Ministry of the Environment.

36.4 Monitoring of Waste Entering Landfill

The Contractor is to ensure that waste entering the Disposal Site is acceptable in accordance with the applicable Certificate of Approval and directed to the appropriate drop-off locations (i.e. working face, brush pile, scrap metal, etc.).

In instances where waste is unacceptable the material shall be refused. The Contractor should retain a record of instances when material is refused in the event the Ministry of Environment is notified of illegal disposal of waste.

36.5 Organization of Site

Signage, barriers and other such amenities are to be used to assist in directing vehicles to appropriate deposit sites. The locations for the placing of salvageable materials and specialized materials (i.e. brush) shall be reviewed to ensure such locations are appropriate.

37.0 Supplementary Service

Any supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer and the Corporation in no way guarantees the payment of any accounts for supplementary service; provided that the Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

38.0 Contractor's Liability

The Contractor shall assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him or his employees or relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

39.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to The Corporation of the City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement. The Contractor shall deposit with the Corporation, before commencing any work under this contract, **a certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage and expiry date for the policy, duly executed by the insuring agent.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

40.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which

may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

41.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

42.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

43.0 Assignment and Sub-contracting

The Contractor **shall not assign or sub-let the contract** or any part thereof or any benefit or interest therein, or there under, without the written consent of the Corporation. The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of Town Council, or officer of the Town is, or to be held, personally liable to the Contractor under any circumstances whatever.

44.0 Monies due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any payment if circumstances arise which may indicate to it the advisability of so doing.

45.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

46.0 Forfeiture of Contract

If the Contractor commits any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sub-let this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or is such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the Corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty- four (24) hours' written notice from the

Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice, and out of the hands of the Contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either re-let the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary equipment at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

47.0 Other Rights

The Contractor, agents and all workers and persons employed by or under his control shall use due care to ensure:

- 47.1 that no person is injured, and
- 47.2 that no property is damaged in the prosecution of work;

The Contractor shall be solely responsible for claims of damage alleged to be attributed to the Contractor, his agents and all workmen and persons employed or under his direct control.

48.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

49.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the

works or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

50.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule “D” to

By-law No. 2019-000

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Municipal
Spoke Transfer Station

This Agreement made in triplicate this 18th day of June, 2019

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the “Corporation”)
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the “Contractor”)
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Spoke Transfer Station.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement;

And whereas the Municipal Act, 2001, provides that a municipality may enter into an agreement for, among other things, the operation of a waste transfer site;

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.2 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.3 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.4 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Agreement;
- 1.5 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.6 **Recyclable Material** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto;
- 1.7 **Spoke Transfer Station** means the Transfer Station located at 547 Barr Drive;
- 1.8 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material

collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;

- 1.9 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement;
- 1.10 **Unacceptable Waste** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto.

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December 2024.**
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Termination of this Agreement

- 4.1 The parties agree that this agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.
- 4.3 Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract. In the event of change, alteration and/or amendment to Applicable Law, the need for Early Termination of the Contract may be necessary. Should this Early Termination of the Contract occur, both parties agree that the Contractor be paid Cost Incurred to Terminate based on

the table below. In the event that the Contractor continues to provide similar services as described within this contract, but not through an agreement with the Corporation, the below Cost Incurred to Terminate will not apply.

Contract Year	Cost Incurred to Terminate	Description of Cost Incurred
Year 1	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 2	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 3	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 4	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss

5.0 Scope of Work

This agreement shall define all of the duties, liabilities and obligations of the Corporation and the Contractor with respect to the operation of a Spoke Transfer Station to receive recyclable materials from the City of Temiskaming Shores at the Spoke Transfer Station, as well as acknowledges that the City may accept recyclable materials from other municipalities, but must be in compliance with the provisions contained herein.

6.0 Remuneration

- 6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract.
- 6.2 On a monthly basis, commencing one month after the commencement date, the Contractor shall provide the Corporation with an invoice for the fee as set forth in this Section.
- 6.3 The Corporation shall pay to the Contractor a monthly amount of *three thousand, two hundred and thirty-three dollars and thirty-one (\$3,233.31)*, plus HST for the operation and maintenance of the Spoke Transfer Station.
- 6.4 The Corporation shall pay to the Contractor a monthly amount of *four hundred and seventy-three dollars and eighty-nine cents (\$473.89)*, plus HST for the rental single stream recycling and cardboard bins.
- 6.5 The Corporation shall pay the Contractor an hourly amount of *twenty-two dollars and fifty-seven cents (\$22.57)* per hour, for each hour the Spoke Transfer Station is open to the public, as outlined in Section 7.2 of this agreement.

- 6.6 The Corporation shall pay the Contractor *one-hundred and twenty-nine dollars and seventy-five cents (\$129.75)* plus HST per tonne, to load and transport recyclable materials to the Material Recovery Facility. The price per tonne may be renegotiated if the minimum load requirement of 15 tonnes can no longer be met due to changes in the composition of recyclable materials.
- 6.7 The Contractor shall pay the Corporation a monthly facility and equipment rental fee of *one-hundred and sixty-nine dollars and twenty-three cents (\$169.23)*, plus HST for use of the Spoke Transfer Station and equipment available within the facility. The facility and equipment rental fee shall be credited from the Contractors invoice to the Corporation on a monthly basis. The facility and equipment rental fee for each subsequent year of this Agreement, effective January 1st, shall be adjusted to account for increases in the Cost of Living for all items excluding energy. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.
- 6.8 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City, is, or to be held personally liable to the Contractor under any circumstances whatever.
- 6.9 Before making any payments for work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 6.10 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

7.0 Spoke Transfer Station and Hours of Operation

- 7.1 During the term of this Agreement, the Contractor shall:
- 7.1.1 keep at least one (1) person in attendance at the disposal site during normal hours of operation;
 - 7.1.2 keep facility and gates secured and locked at all times outside of normal hours of operation;

- 7.1.3 remove and transport recyclable material from the Spoke Transfer Station to the Material Recovery Facility;
- 7.1.4 be responsible to have the single stream recycling bin(s), the cardboard bin(s) and the yard waste bin(s) dumped on a scheduled basis;
- 7.1.5 maintain an office at the site for the records and/or documentation to be kept;
- 7.1.6 ensure all litter is removed from the yard by the end of each working day, as outlined in section 7.2; and
- 7.1.7 not permit scavenging and shall record any such events immediately to the Corporation.

7.2 The normal operating hours shall be as follows, and subject to change upon mutual agreement of the Corporation and the Contractor.

Days	Hours
Sunday, Tuesday, Wednesday, Friday, Saturday	CLOSED
Monday and Thursday	8:00 a.m. – 12:00 noon

8.0 Holidays

The Spoke Transfer Station shall be closed on Statutory Holidays. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

9.0 Temiskaming Shores Waste

- 9.1 The Contractor shall accept recyclable materials, in accordance with **Appendix 04 - Accepted Material**, generated from within the City of Temiskaming Shores. Recyclable materials generated or originating from outside the boundaries Temiskaming Shores shall not be accepted, except by agreement with the Corporation.
- 9.2 Processing fees shall apply for the disposal of recyclable materials originating or generated outside of the City of Temiskaming Shores, and requires approval and an agreement by the Council for the City of Temiskaming Shores. This fee will be reviewed annually and is subject to change, with the written approval of the Municipality.
- 9.3 The Contractor will be responsible for maintaining an accurate record of quantities delivered to the MRF from its own private recycling collection contracts, and shall not charge the Corporation for any material collected under its private contracts. The Contractor will not charge residents or ICI sector users within the City for use of the depot facilities.

10.0 Records

- 10.1 The Contractor shall provide the City will weigh tickets on a monthly basis based on the tonnage of Waste disposed of at the Spoke Transfer Station and hauled to the Material Recovery Facility during the calendar month. The actual tonnage of Waste shall be determined by the City’s weigh scales.
- 10.2 The Contractor shall use the weigh scales at the Transfer Station where the Vehicle is loaded. The Contractor shall make reasonable efforts to ensure all pre-load weighing is completed in a timely fashion.
- 10.3 The City or its contractor(s) shall be responsible for the loading of the Trailers in accordance with all Applicable Laws and all relevant requirements of the Ministry of Transportation, including axle weight. Once the Contractor has loaded the vehicle, the Contractor shall ensure that its drivers cover or enclose their vehicle before exiting the Spoke Transfer Station. The Contractor shall also be responsible for ensuring that its drivers inspect the vehicle for any loose waste and remove and deposit any such waste at the appropriate location inside the Spoke Transfer Station. The Contractor shall be responsible to ensure that its drivers weigh out before leaving the Spoke Transfer Station. The Contractor shall be responsible for directing any overloaded Vehicle back into the Spoke Transfer Station to correct any such overloading. The Contractor shall be responsible for any consequences resulting from a driver of an overloaded vehicle not following these procedures and leaving in an overloaded condition.
- 10.4 The Contractor shall ensure that its trailers are weighed at the City’s Spoke Transfer Station.

11.0 Equipment / Staffing

- 11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder, including fuel, licensing, insurance, etc., and shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

The Contractor shall also be required to maintain and operate the necessary number of units, with operator(s), sufficient to haul and dispose of materials at the Material Recovery Facility. Whenever any piece of equipment is down for repairs, an equivalent replacement piece shall be immediately provided for the duration of the repair period. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its appointee.

- 11.2 The City will be responsible to maintain the following:

- Spoke Transfer Station utilities, building(s), fencing and other structural repairs
- Weigh scale

- Signage
- City-owned loader, exception of fuel costs
- Sanding the Southside of the parking lot (i.e. outside of the gates)

11.3 Should contractor supplied equipment or the baler experience a breakdown or fail to operate properly for any reason, the contractor will repair or replace the equipment. Should the baler fail to operate or require major repairs, the Corporation and the Contractor shall negotiate costs.

11.4 The Contractor shall be responsible for any damage to the City facilities, which results from his/her operations. The Contractor shall repair any such damage without delay and his/her own expense and to the complete satisfaction of the Corporation or its appointee.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Public Courtesy

The Contractor shall ensure that all employees engaged in collection services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

14.0 Ratepayer Concern Report

The Contractor shall maintain a written record of all ratepayer concerns received. The report, as a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

15.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of the Director of Public Works and be carried out in accordance with the applicable “By-Law(s)”.

16.0 General Duties and Intent

The contractor agrees to operate the Spoke Transfer Station in accordance with the Environmental Compliance Approval (ECA).

17.0 Regulations

The Contractor shall make known to himself, his agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval and the Environmental Protection Act (EPA).

18.0 Inspection of the Spoke Transfer Station

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the Spoke Transfer Station at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

19.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

20.0 Supplementary Services by Contractor to the Public

It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor’s duties in this Agreement.

21.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **TWO MILLION DOLLARS (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any

liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

22.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

23.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

24.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

25.0 Change of Law Provisions

- 25.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 25.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
- 25.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 25.4 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
 - (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.

25.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the Change of Law;
- (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*

25.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor’s responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

26.0 Assignment and Sub-Contractors

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days’ written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

27.0 Contractor as independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagent or servant of the City under this Agreement or otherwise. The Contractor's subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of the City under this Agreement or otherwise.

28.0 Monies due The Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

29.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

30.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a

sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

31.0 Other Rights

The Contractor, his agents and all workmen and persons employed by him under his control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

32.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

33.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to

specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

34.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract sufficiently to be classified, in the sole discretion of the Corporation, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the *Waste-Free Ontario Act, 2016* (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of the Contract to the extent that such alteration or change may be classified in the sole discretion of the Corporation, acting reasonably, as a “Force Majeure” event.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor’s Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

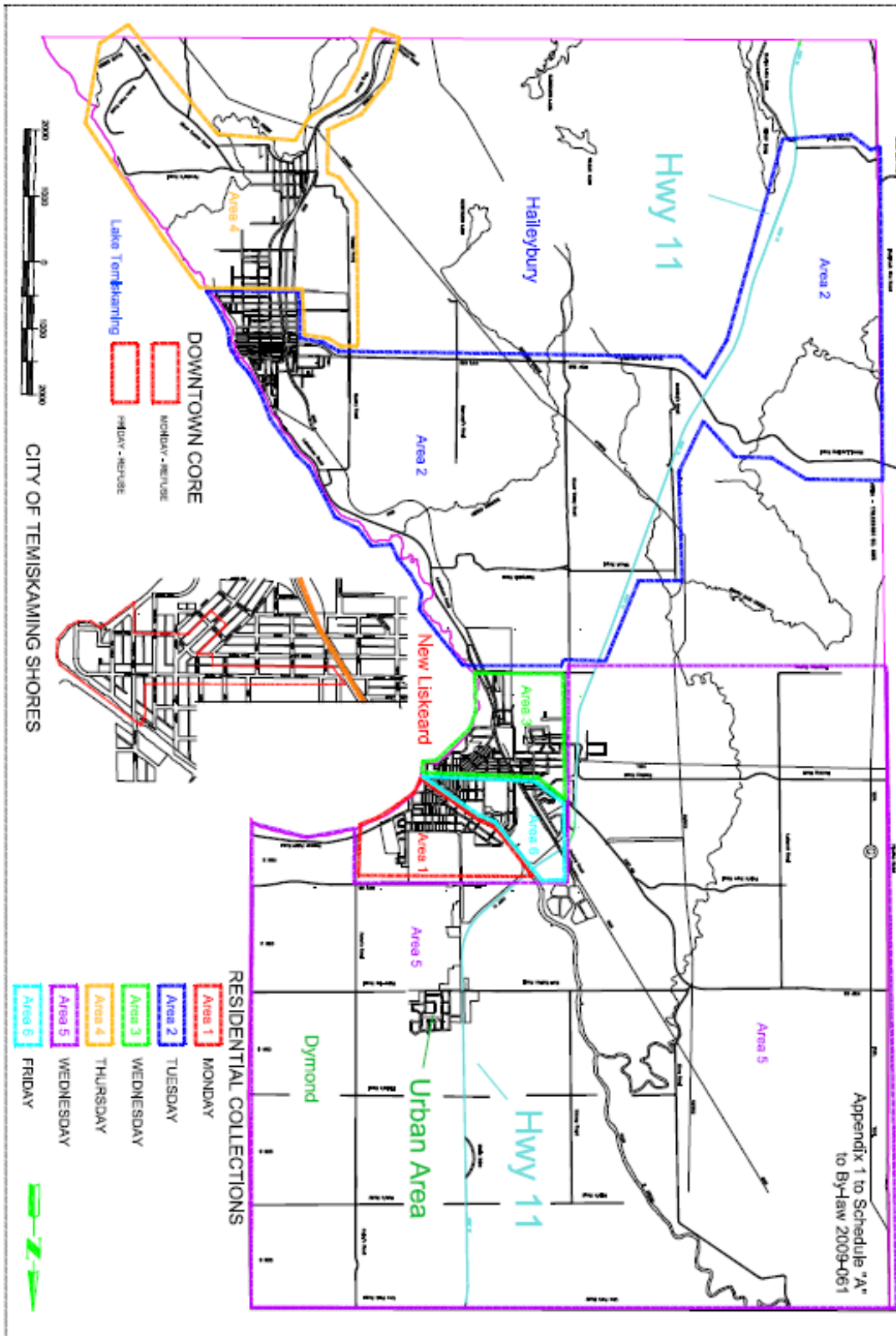
**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

Collection Schedule Map





Appendix 02 to
By-law No. 2019-000
Certificate of Approval
A570402



Appendix 03 to
By-law No. 2019-000
Trench Detail

Appendix 04 Accepted Materials

In this By-law "Accepted Materials" includes;

recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars;
- b) metal food and beverage cans;
- c) aluminum foil, foil plates and foil trays;
- d) empty plastic containers (1 thru 7);
- e) aseptic packaging, such as drink boxes;
- f) polycoat containers such as milk and juice cartons; and
- g) any other container designated by the Director of Public Works to be a recyclable container.

recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books; and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

Memo

To: Mayor and Council
From: Tammie Caldwell, Director of Recreation
Date: June 18, 2019
Subject: Tri-Town Sno-Travellers – Frog’s Breath Application
Attachments: Letter of Request

Mayor and Council:

The municipality received a letter from Bill Ramsay of the Tri-Town Sno-Travellers requesting the City of Temiskaming Shores Sponsor the application to permit the flow through of funds.

The Tri-Town Sno-Travellers applied for and were approved \$25,000 toward the purchase of a side by side vehicle to be used primarily for grooming the Wabi River and Lake Temiskaming trails. The total cost of the project is approximately \$30,000 with the balance of the funding coming from club fund raising funds, already in the bank.

It is recommended that Council for the City of Temiskaming Shores approve the request from the Tri-Town Sno-Travellers requesting the municipality sponsor their funding application to the Frog’s Breath Foundation in the amount of \$25,000 to assist in purchasing a side by side vehicle for grooming trails.

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



Tri-Town Sno-Travellers Club Echo

Box 2799 - 487 Brazeau Boulevard
New Liskeard ON P0J 1P0

Phone: 705-647-4010

Fax: 705-648-7971

wramsay@ramsaylaw.ca



May 14, 2019

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

Dear Clerk, Mayor and Council

Re: Frog's Breath Funding

The Tri-Town Sno Travellers has applied for and been approved to receive \$25,000 toward the purchase of a side by side vehicle to be used primarily for grooming the Wabi River and Lake Temiskaming trails. The total cost of the project will be approximately \$30,000 with the balance of the funding coming from club fund raising funds, already in the bank.

We are a not for profit organization but do not have a charitable number. We are requesting the City of Temiskaming Shores sponsor us to permit the flow through of the funds.

Attached are our application to Frog's Breath as well as the funding approval from Frog's Breath.

Sincerely Yours,

Bill Ramsay

The Corporation of the City of Temiskaming Shores

By-law No. 2019-096

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 155 Cross Lake Road Roll Nos. 54-18-030-009-291.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 11, 12, and part of 13 Plan M-71 N.B., Parcel 10334 SST;

And whereas Council consider Memo No. 009-2019-CS at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 11, 12 and part of Lot 13 on Plan M-71 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 10334 SST, Plan M71NB, Lot 11;
 - b) Parcel 10334 SST, Plan M71NB, Lot 12;
 - c) Parcel 10334 SST, Plan M71NB, Part of lot 13
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person

desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule "A"

City of Temiskaming Shores



155 Cross Lake Road

The Corporation of the City of Temiskaming Shores

By-law No. 2019-097

**Being a by-law to amend By-law No. 2019-018, as amended being
a by-law to appoint community representatives to various
Committees and Boards for the 2019-2022 Term of Council –
Temiskaming Shores Accessibility Advisory Committee**

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

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

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

And whereas Council adopted By-law No. 2019-018 to appoint community representatives to various Committees and Boards for 2019-2022 term of Council;

And whereas Council considered Memo No. 011-2019-CS at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend By-law No. 2019-018 to acknowledge the resignation of Debbie Despres from the Temiskaming Shores Accessibility Advisory Committee and appoint Courtney Romanko as a member to the TSAAC for consideration at the June 18, 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 Schedule "A" to By-law No. 2019-018, as amended be further amended by removing **Debbie Despres** and appointing **Courtney Romanko**, representing the March of Dimes as a community representative to the Temiskaming Shores Accessibility Advisory Committee for the 2019-2022 Term of Council;

Read a first, second and third time and finally passed this 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

The Corporation of the City of Temiskaming Shores

By-law No. 2019-098

Being a by-law to designate any plan of subdivision, or part thereof, that has been registered for eight years or more, which shall be deemed as not a registered plan of subdivision 481 Albert Street Roll Nos. 54-18-030-012-074.00

Whereas Section 50(4) of the Planning Act, R.S.P. 1990, c.P.13, as amended authorizes the Council of a municipality to designate by by-law, a plan of subdivision, or any part thereof, that has been registered for eight (8) years or more, which shall be deemed not to be a registered plan of subdivision for the purposes of subdivision control;

And whereas the property owner has requested that the following properties be merged on title: Lots 180, 181, 182, and 183, Plan M-143 N.B., Parcels 8994 SST and 9224 SST;

And whereas Council consider Memo No. 012-2019-CS at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to deem Lots 180, 181, 182 and 183 on Plan M-143 N.B. to no longer be Lots on a Plan of Subdivision for consideration at the June 18, 2019 Regular Council meeting;

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

1. That the lands hereinafter described shall be deemed not to be a lot or block on a Registered Plan of Subdivision for the purposes of Section 50(4) of the Planning Act R.S.O. 1990, c.P.13, as amended and as generally illustrated on Schedule "A" attached hereto and forming part of this by-law.
2. That the lands are described as:
 - a) Parcel 8994 SST, Plan M-143 NB, Lot 180;
 - b) Parcel 8994 SST, Plan M-143 NB, Lot 182
 - c) Parcel 9224 SST, Plan M-143 NB, Lot 181;
 - d) Parcel 9224 SST, Plan M-143 NB, Lot 183.
3. That in accordance with Section 50(28) of the Planning Act, R.S.O. 1990, c.P.13, as amended, a certified copy or duplicate of this by-law shall be registered by the Clerk of the Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
4. That in accordance with Section 50(29) of the Planning Act, R.S.O. 1990, c.P.13, as amended, Council shall give notice of the passing of the by-law within 30 days of the passing to the owner of land to which the by-law applies.
5. That in accordance with Section 50(30) of the Planning Act R.S.O. 1990, c.P.13, as amended, Council shall hear in person or by an agent any person to whom a

notice was sent, who within twenty days of the mailing of the notice gives notice to the Clerk of The Corporation of the City of Temiskaming Shores that the person desires to make representations respecting the amendment or repeal of the by-law.

6. That the Mayor and Clerk are authorized to sign all necessary documents in connection with this by-law.
7. That this by-law shall not be effective until a certified copy or duplicate of this by-law is registered by the Clerk of The Corporation of the City of Temiskaming Shores at the Land Registry Office in Haileybury, Ontario.
8. That the passing of this by-law shall be subject to the provisions of the Planning Act.
9. 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen

Schedule “A”

City of Temiskaming Shores



481 Albert Street

The Corporation of the City of Temiskaming Shores

By-law No. 2019-099

**Being a by-law to authorize the entering into a lease agreement
with Dr. Hillary Lawson for the rental of space at the
Haileybury Medical Centre**

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

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

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

Whereas Council for the City of Temiskaming Shores reviewed Administrative Report No. CS-026-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a four (4) year lease agreement with Dr. Hillary Lawson for the rental of 351 ft² of office space at the Haileybury Medical Center effective July 1, 2019 until June 30, 2023 for consideration at the June 18, 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 enter into an Agreement with the Dr. Lawson for the rental of space at the Haileybury Medical Centre, a copy of which is attached hereto as Schedule "A" and forming part of this by-law;
2. That the Clerk of the City of Temiskaming Shores is hereby authorized to make any minor modifications or corrections of an administrative, numerical, grammatical, semantically or descriptive nature or kind to the by-law and schedule as may be deemed necessary after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.

Read a first, second and third time and finally passed this 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule A to
By-law No. 2019-099
Agreement between
The Corporation of the City of Temiskaming Shores
and
Dr. Hillary Lawson
for the rental of space at the
Haileybury Medical Center

Lease Agreement

between

The Corporation of the City of Temiskaming Shores

and

Dr. Hillary Lawson

Lease

Shelly Zubyck
Director of Corporate Services
The Corporation of the City of Temiskaming Shores
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

This Lease made this 18th day of June, 2019

Between:

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

And:

Dr. Hillary Lawson
(hereinafter called the "Lessee")

Whereas the Lessor is the owner of the lands described as follows: Part Lot 13 and Part Lot 137, Concession 3, as shown on Plan M-58, Parcel 19899 SST in the City of Temiskaming Shores, District of Timiskaming, in the Province of Ontario, (hereinafter called the "Land"), and there is located on the Lands a building (hereinafter called the "Building"), having an entrance off Meridian Avenue in the City of Temiskaming Shores, in the Province of Ontario.

And whereas the parties hereto have agreed to enter into this Lease.

1. Leased Premises

The Lessor hereby demises and leases to the Lessee part of the **upper level** in the Lessor's Building containing a rentable area of three hundred and fifty-one square feet (351sq.ft.), located at 95 Meridian Avenue, City of Temiskaming Shores, Ontario being hereinafter called the "premises".

2. Ingress and Egress

Together with the right of ingress and egress for the Lessee's employees, servants, agents, customers, and invitees, and the use of parking areas, driveways, sidewalks, common loading and stopping areas in and about the Lands and Building (hereinafter called the "common areas").

3. Term

To hold the premises for a term commencing on the 1st day of July, 2019 and ending on the 30th day of June, 2023.

4. Rent

And paying therefore, to the Lessor, subject to the provisions of this Lease, the sum of **Four hundred and one dollars and thirty-one cents (\$401.31) per month plus HST**, for year one (1). An increase will be applied to the rental rate according to the Consumer Price Index for effective July 1st of each year of the term. Rent is payable to the City of Temiskaming Shores and due on the first day of each and every month during the term hereof. Such payment to be mailed to P.O. Box 2050 Haileybury, Ontario P0J 1K0.

And the parties hereto covenant and agree as follows:

5. Tenant's Covenants

The Tenant covenants with the Landlord:

- a) **Rent** - to pay rent;
- b) **Telephone** - to pay when due the cost of the telephone and intercom services supplied to the premises;
- c) **Repair** - to repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted; and to permit the Landlord 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 Landlord 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 Landlord, 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 Landlord** - to permit the Landlord 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 Landlord 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 Landlord 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) Exhibiting premises** - to permit the Landlord or its agents to exhibit the premises to prospective Tenants between the hours of 9:00 a.m. and 11:00 p.m. during the last month of the term;
- i) Alterations** - not to make or erect in or to the premises any installation, alteration, addition, or partition without submitting plans and specifications to the Landlord and obtaining the Landlord's prior written consent (in each instance); such work shall if the Landlord so elects, be performed by employees of or contractors designated by the Landlord; in the absence of such election, such work may be performed with the Landlord's consent in writing (given prior to letting of contract) by contractors engaged by the Tenant but in each case only under written contract approved in writing by the Landlord and subject to all conditions which the Landlord may impose; the Tenant shall submit to the Landlord or the Tenant'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 Landlord that certain equipment is to be installed and to be placed at convenient places as designated by the Tenant;
- j) Name of building** - not to refer to the building by any other name other than that designated from time to time by the Landlord nor use the name of the building for any purpose except as the business address of the Tenant;

6. Landlord's Covenants

The Landlord 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 Landlord on account thereof;
- c) Air conditioning** - to install and operate air conditioning units to air condition the premises at the expense of the Landlord;
- d) Electricity and water** - to pay for the electricity and water supplied to the premises;
- e) Janitor service** - to cause, when reasonably necessary, given the professional nature of the Tenant's use of the premises, (from time to time) the floors and windows of the premises to be vacuumed, swept and cleaned and the desks, tables and other furniture of the Tenant to be dusted, but

- (with the exception of the obligation to cause the work to be done) the Landlord shall not be responsible for any act or omission or commission on the part of the person or persons employed to perform such work, provided vacuuming, sweeping and dusting to be done daily five days of the week;
- f) **Heat** - to heat the premises;
 - g) **Structural soundness** - to keep the premises, common areas and parking lot structurally sound and to look after any structural defects which may arise;

7. Provisos

Provided always and it is hereby agreed as follows:

- a) **Fixtures** - The Tenant may remove his fixtures, but all installations, alterations, additions, partitions and fixtures except trade or Tenant's fixtures in or upon the premises, whether placed there by the Tenant or by the Landlord, shall be the Landlord's property without compensation therefore to the Tenant and shall not be removed from the premises at any time (either during or after the term);
- b) **Fire** - In case of damage to the premises by fire, lightning or tempest, rent shall cease until the premises are rebuilt; and the Landlord, instead of rebuilding or making the premises fit for the purpose of the Tenant, may at its option terminate this lease on giving to the Tenant within thirty days after such fire, lightning or tempest, notice in writing of its intention (so to do) and thereupon rent and any other payments for which the Tenant is liable under this lease shall be apportioned and paid to the date of such fire, lightning or tempest, and the Tenant shall immediately deliver up possession of the premises to the Landlord;
- c) **Damage to property** - The Landlord shall not be liable nor responsible in any way for any loss of or damage or injury to any property belonging to the Tenant or to the employees of the Tenant or to any other person while in the building or in the yard of the building unless such loss, damage or injury shall be caused by the negligence of the Landlord or its employees, servants or agents for any damage to any such property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the building or from the water, steam or drainage of the building or from any other place or quarter nor for any damage caused by or attributable to the condition or arrangement of any electric or other wiring omitted by any other Tenant;
- d) **Impossibility of performance** - It is understood and agreed that whenever and to the extent that the Landlord shall be unable to fulfill, or shall be delayed or restricted in fulfilling any obligation hereunder for the supply or provision of any service or utility or the doing of any work or the making of

- any repairs because it is unable to obtain the material, goods, equipment, service, utility or labour required to enable it to fulfill such obligations or by reason of any statute, law or order-in-council or any regulation or order passed or made pursuant thereto or by reason of the order or direction of any administrator, controller or board, or any government department or officer or other authority, or by reason of not being able to obtain any permission or authority required thereby, or by reason of any other cause beyond its control whether of the foregoing character or not, the Landlord shall be relieved from the fulfillment of such obligation and the Tenant shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned;
- e) **Default of Tenant** - If the rent reserved or any part thereof shall not be paid on the day appointed for payment, whether lawfully demanded or not, or in case of breach or non-observance or non-performance of any of the covenants or agreements or rules or regulations herein contained or referred to on the part of the Tenant to be observed and performed, or in case the premises shall be vacated or remain unoccupied or in case the term shall be taken in execution or attachment for any cause whatsoever, (and in every such case) the Landlord shall be entitled thereafter to enter (into and) upon the premises (or any part thereof in the name of the whole) and the same to (have again), repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
- f) **Bankruptcy of Tenant** - In case without the written consent of the Landlord the premises shall remain vacant or not used for the period of fifteen days or be used by any other person than the Tenant or for any other purpose than that for which they were let or in case the term or any of the goods and chattels of the Tenant shall at any time be seized in execution or attachment by any creditor of the Tenant or if the Tenant shall make any assignment for the benefit of creditors or any bulk sale of any act (now or hereafter in force) for bankrupt or insolvent debtors (or if the Tenant is a company any order shall be made for the winding up of the Tenant), then in any such case this lease shall at the option of the Landlord cease and terminate and the term shall immediately become forfeited and void and the current month's rent and the next ensuing three month's rent shall immediately become due and payable and the Landlord may re- enter and take possession of the premises as though the Tenant or other occupant (or occupants) of the premises was (or were) holding over after the expiration of the term without any right whatever;
- g) **Distress** - The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress, and covenants and agrees that notwithstanding any such statute none of the goods and chattels of the Tenant on the premises at any time during the term shall be exempt from levy by distress for rent in arrears;

- h) Right of re-entry** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord in addition to all other rights may do so as the agent of the Tenant, using force if necessary, without being liable for any prosecution therefore, and may re-let the premises as agent of the Tenant, and receive the rent therefore, and as agent of the Tenant may take possession of any furniture or other property on the premises and sell the same at a public or private sale without notice and apply the proceeds of such sale and any rent derived from re-letting the premises upon account of rent under this lease, and the Tenant shall be liable to the landlord for any deficiency;
- i) Right of termination by the Tenant** - The lease may be terminated for any valid operational reason with the consent of both parties and upon payment of **three months** rent in lieu of notice.
- j) Right of termination by the Landlord** - On the Landlord's becoming entitled to re-enter the premises under any of the provisions of this lease, the Landlord, in addition to all other rights, shall have the right to terminate this lease forthwith by leaving upon the premises notice in writing of its intention, and thereupon rent and any other payments for which the Tenant is liable under this lease shall be computed, apportioned and paid in full to the date of such termination, and the Tenant shall immediately deliver up possession of the Premises to the Landlord, and the Landlord may re-enter and take possession of the premises;
- k) Non-waiver** - Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant at any time in respect of any covenant, provision or condition herein contained shall not operate as a waiver of the Landlord's rights hereunder in respect of any subsequent default, breach or non-observance, and shall not defeat or affect in any way the rights of the Landlord herein in respect to any default, breach or non-observance by the Landlord, mutatis mutandis.
- l) Over-holding** - If the Tenant shall continue to occupy the premises after the expiration of this lease with or without the consent of the Landlord, and without any further written agreement, the Tenant shall be a monthly Tenant at the monthly rental herein mentioned and on the terms and conditions herein set out except as to length of tenancy.
- m) Arbitration** - Any dispute between the parties hereto arising out of the provision of this lease shall be referred to the arbitration of three persons, one to be appointed by each of the parties hereto and the third to be chosen by the two so appointed. If either of the parties fails to appoint an arbitrator for 15 days after the one party has appointed an arbitrator and has notified the other party in writing of the appointment and of the matter in dispute to be dealt with, the decision of the arbitrator appointed by the first of such parties shall be final and binding on both of the parties hereto. If the two

arbitrators appointed by the parties hereto fail to agree upon a third arbitrator for 15 days after the appointment of the second arbitrator, either party hereto may apply on 15 days' notice (written) giving the order to a Judge of the District Court of the District of Timiskaming as a *persona designata* to appoint such third arbitrator. The said Judge, upon proof of such failure of appointment and of the giving of such notice, may forthwith appoint an arbitrator to act as such third arbitrator. If any arbitrator refuses to act or is incapable of acting or dies, a substitute for him may be appointed in the manner herein before provided. The decision of the three arbitrators so appointed, or a majority of them, shall be final and binding upon the parties hereto. All costs and expenses of any such arbitration shall be borne by the parties hereto equally;

- n) **Subordination** - This lease and everything herein contained shall be postponed to any charge or charges now or from time to time hereafter created by the Landlord in respect of the premises by way of institutional mortgage or mortgages and to any extension, renewal, modification, consolidation or replacement thereof, and the Tenant covenants that it will promptly at any time during the term hereof as required by the Landlord give all such further assurances to this provision as may be reasonably required to evidence and effectuate this postponement of its rights and privileges hereunder to the holders of any such charge or charges. The Tenant further covenants on demand at any time to execute and deliver to the Landlord at the Landlord's expense any and all instruments which may be necessary or proper to subordinate this lease and the Tenant's rights hereunder to the lien or liens of any such extension, renewal, modification, consolidation, replacement or new mortgage or mortgages, and the Tenant hereby irrevocably constitutes and appoints the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for and on behalf of the Tenant and any assumption of this lease by any assignee of the Tenant named herein shall in itself include this provision so that the assignee assuming this lease does thereby irrevocably constitute and appoint the Landlord as its attorney with full power and authority to execute any necessary documents in the implementation hereof for or on behalf of the said assignee;
- o) **Notice** - Any notice required or contemplated by any provision of this lease shall be deemed sufficiently given if contained in writing enclosed in a sealed envelope addressed, in the case of notice of the Landlord, to it, at c/o Corporate Services, 325 Farr Drive, P.O. Box 2050, Haileybury, Ontario. P0J 1K0, and in the case of notice to the Tenant, to the premises and deposited in one of Her Majesty's post offices in Haileybury, Ontario, registered and prepaid. The date of receipt of such notice shall be the fourth day next following the date of so mailing by registered mail. Provided that either party may, by notice to the other, designate another address in Canada to which notices mailed or delivered more than ten days thereafter shall be addressed.

8. 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.

9. 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 Tenant 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.

Remainder of page left blank intentionally

In witness whereof the Party of the First Part has hereunto affixed its corporate seal attested by the hands of its duly authorized officers, and the Party of the Second Part has hereunto set its hand and seal by execution under seal by each and every individual comprising the Party of the Second Part.

Signed and Sealed in
the presence of

Dr. Hillary Lawson

Dr. Hilliary Lawson

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. 2019-100
Being a by-law to adopt a Corporate Energy Conservation and
Demand Management Plan 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. 012-2019-PW at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to adopt to repeal By-law No. 2016-102 and adopt an Energy Conservation and Demand Management Plan for the City of Temiskaming Shores for consideration at the June 18, 2016 Regular Council meeting.

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

1. That Council hereby adopts a Corporate Energy Conservation and Demand Management Plan for the City of Temiskaming Shores, attached hereto as Schedule "A" and forming part of this by-law;
2. That By-law No. 2016-102 being a by-law to adopt a Municipal Energy Plan for the City of Temiskaming Shores is hereby repealed;
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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



City of Temiskaming Shores

5-Year Corporate Energy Conservation and Demand Management Plan

July 2019

Prepared in co-operation with:



Table of Contents

- TABLE OF CONTENTS2**
- INTRODUCTION – EXECUTIVE SUMMARY3**
 - BACKGROUND.....3
 - PURPOSE OF THE PLAN.....3
- 1.0 HISTORIC ENERGY PERFORMANCE5**
 - HISTORICAL ENERGY USAGE5
 - CITY OF TEMISKAMING SHORES ENERGY BASELINE ANALYSIS7
 - ENERGY CONSERVATION PROJECT SUCCESSES9
- 2.0 ENERGY CONSERVATION AND MANAGEMENT POLICY11**
 - OUR COMMITMENT 11
 - OUR VISION 11
 - OUR GOALS AND OBJECTIVES..... 11
 - STRATEGIC ACTION PLAN 12
- 3.0 STRATEGY 1: ENERGY MANAGEMENT CORPORATE PRACTICES14**
 - THE ENERGY MANAGEMENT TEAM: ROLES AND RESPONSIBILITIES..... 14
- 4.0 STRATEGY 2: EDUCATION, AWARENESS AND OUTREACH.....16**
 - ENERGY SKILLS TRAINING PROGRAM..... 16
 - OUTREACH, ENGAGEMENT, RECOGNITION AND ENERGY AWARENESS TRAINING PROGRAM 16
 - FEEDBACK SYSTEM FOR EMPLOYEE SUGGESTIONS 17
- 5.0 STRATEGY 3: ENERGY CONSERVATION ACTIVITIES AND INFORMATION MANAGEMENT18**
 - ENERGY CONSERVATION ACTION PLAN..... 18
 - ENERGY INFORMATION MANAGEMENT 19

Introduction – Executive Summary

Background

The City of Temiskaming Shores' Energy Conservation and Demand Management (ECDM) Plan was developed in response to Ontario Regulation 507/18 which requires all public sector organizations to complete an update to their original 2014 ECDM Plan by July 1, 2019. In response to this regulatory requirement, as well as rising energy costs, the City of Temiskaming Shores has developed this Energy Conservation and Demand Management (ECDM) Plan. This comprehensive Plan is the most effective method of identifying energy conservation opportunities, selectively implementing the best projects and then measuring their effectiveness. The Plan has been developed to protect the interests of our constituents and ensure that the City of Temiskaming Shores obtains the best possible value from our operating budgets. In addition to meeting our regulatory obligations, the City believes that a strong commitment to energy management and a reduction of energy use is demonstrated evidence of our belief in becoming a more sustainable community while operating in a cost-effective manner that respects the value of taxpayer dollars.

Purpose of the Plan

The 5-Year Corporate Energy Conservation and Demand Management Plan is designed to guide the City of Temiskaming Shores towards a more energy-efficient future. The policies, practices and energy conservation measures identified illustrate the importance the City places on acting responsibly towards energy consumption through the wise use of resources in City operations.

To enhance our understanding of energy use and return on investment through conservation, this document contains a thorough review of the measures implemented since the creation of the original plan, issued on July 1, 2014. Since then, the City has initiated several substantial energy projects, yielding significant savings results including:

- City-wide street lighting replacements (2015)
- LED lighting conversions of various facilities (throughout the Plan period)
- Operations equipment upgrades (throughout Plan period)

The above projects have resulted in an estimated annual savings of over \$200,000.

The wise and efficient use of energy are two of the lowest cost options for meeting energy demands. They also provide many other environmental, economic and social benefits, including reducing greenhouse gas (GHG) emissions, cost avoidance and savings. Along with the primary benefits, the responsible use of energy also promotes local economic development opportunities, energy system reliability, improved energy supply security and reduced-price volatility.

Following the path of our previous ECDM Plan, this document is a continuation of a process involving the:

- Integration of establishing and evaluating a baseline for performance to be measured against;
- Reviewing the effectiveness of previous conservation efforts while setting future performance goals and objectives;
- Continuous improvement through identification of energy conservation potential;
- Strategic alignment of improvement measure implementation and fiscal constraints; and,
- Evaluation, measurement and communication of results achieved.

The following report summarizes the significant efforts applied by the City of Temiskaming Shores Conservation Team to create a Plan that can be implemented responsibly, over time, to create lasting results. The Plan takes advantage of internal expertise as well as all available external financial incentives and rebates currently being offered to support the implementation of energy savings ideas. The current energy picture for the City of Temiskaming Shores and our Vision, Goals and Objectives as shown in the Corporate Energy Conservation and Management Policy, are outlined. Our strategic focus areas are discussed in detail and our 5-year Action Plan is laid out on a project-by-project basis.

1.0 Historic Energy Performance

Historical Energy Usage

Effectively managing energy requires the creation of a robust energy monitoring strategy and procedures and establishing an accurate energy baseline is an essential first step in this process. This baseline assists with energy conservation and greenhouse gas reduction target setting, energy procurement and budgeting, bill verification, energy awareness, and the selection and assessment of potential energy projects. The City of Temiskaming Shores, similar to many other communities, relies on utility bills to establish this energy baseline.

To evaluate the effectiveness of the City’s previous energy conservation measures, the year 2013 was chosen as the base year for measurement; this aligns with the Ministry of Energy’s Regulation 507/18 requirements for reporting. Overall, the City’s consumption in 2013 was 5.9 million kWh of electricity and 584,000 m³ of natural gas. The breakdown of energy use by facility type is as follows:

Figure 1-1 – Energy Use by Facility Type in 2013

Facility Type	Electricity Use (1,000's kWh)	Natural Gas Use (1,000's m3)
Administrative offices and related facilities, including municipal council chambers	512.97	31
Community centres	46	50
Cultural facilities	0	-
Facilities related to the pumping of sewage	336	-
Facilities related to the pumping of water	304	-
Facilities related to the treatment of sewage	1,222	-
Facilities related to the treatment of water	1,766	12
Fire stations and associated offices and facilities	104	49
Indoor ice rinks	454	52
Indoor recreational facilities	278	77
Indoor swimming pools	443.75	195.80
Public libraries	65.57	23.07
Storage facilities where equipment or vehicles are maintained, repaired or stored	296.09	94.97

For comparative purposes, the raw energy consumption breakdowns by month since the original baseline for the City are as follows:

Figure 1-2 – Electricity Use (2014 – 2018)

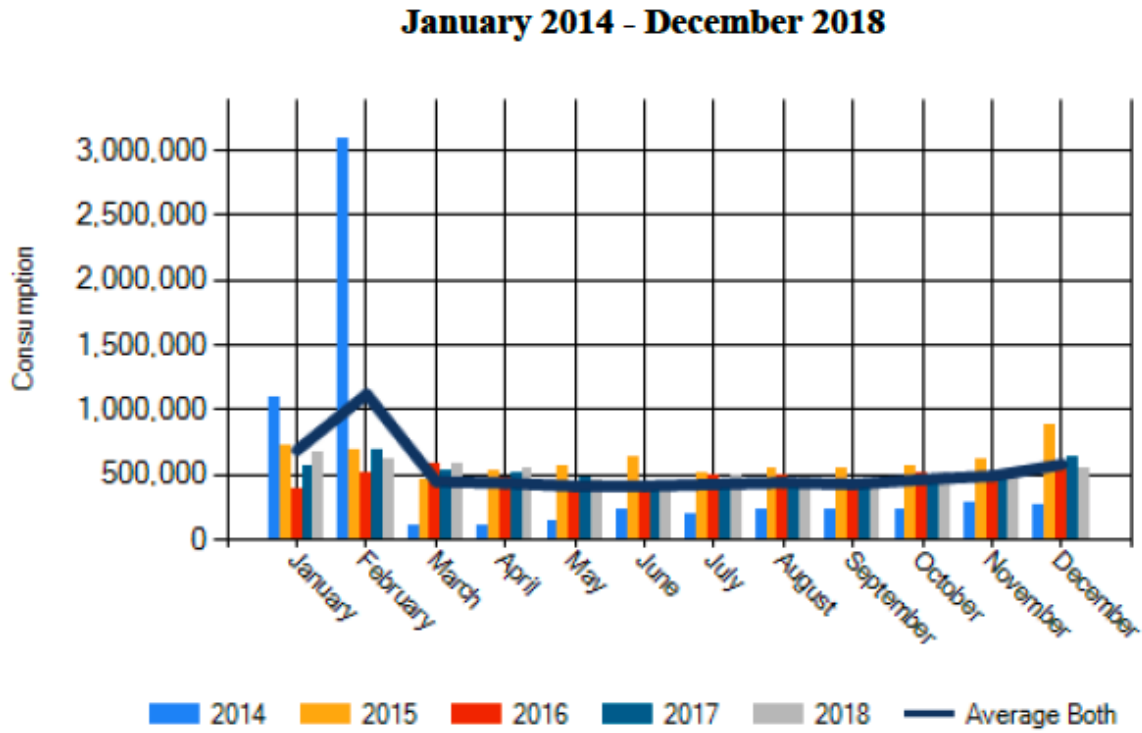
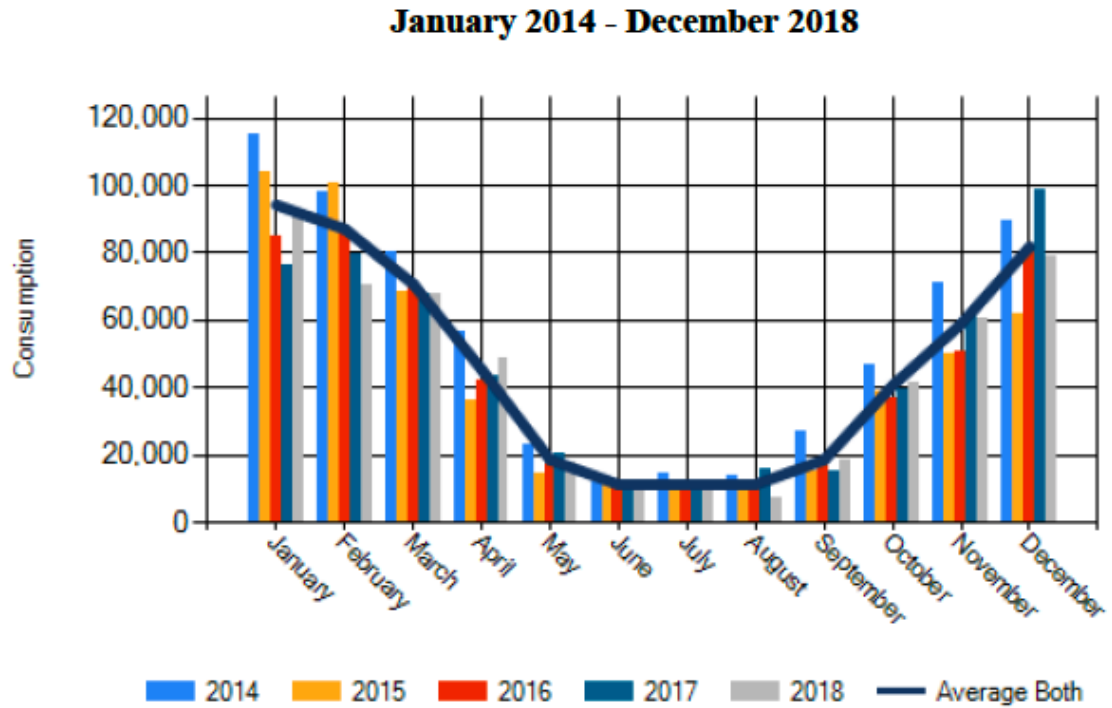


Figure 1-3 – Natural Gas Use (2013 – 2018)



City of Temiskaming Shores Energy Baseline Analysis

The following analysis uses RETScreen analysis of consumption data for the base year (2013) forward. This type of review allows for an objective evaluation of conservation progress by removing the variables that can independently affect energy consumption and are largely out of the City's control (i.e. weather, temperature, cooling or heating degree days).

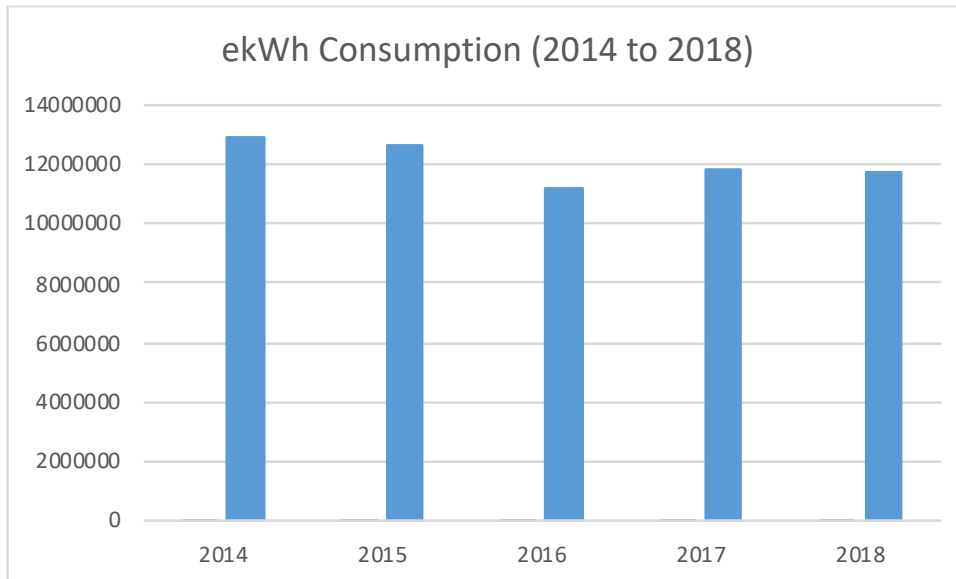
In the original ECDM Plan, the City set a target of a 1-5% reduction in energy consumption over the 5-year term of the Plan (2014-2019). The chart below outlines the methods by which the City intended to meet this target.

Figure 1-4 Energy Management Initiatives from the City's Original CDM Plan (Source: City of Temiskaming Shores 2014 CDM Plan):

Program/ Policy	Program/ Policy Objective	Number
Official Plan	Sets the goals, objectives and policies to guide growth and development within the City for the next 20 years, while creating opportunities for sustainable and energy efficient Development for conservation, and to encourage the use of green infrastructure and systems.	By-law 2014-040
Vehicle & Equipment Idling Policy	Places limitations on engine idling for the City's entire fleet to reduce air pollution; promote fossil fuel conservation; reduce noise pollution; and to reduce wear and service needs on the fleet.	By-law 2014-031
Energy Efficiency at City Hall	To ensure City Hall is as energy efficient as possible by implementing a temperature set point.	Motion 2013-557
Asset Management Plan & Management Policy	To ensure the City assets are well managed/maintained to meet performance levels used to deliver service, and that consider environmental and energy conservation goals.	By-law 2013-202
Issuance & Enforcement of Water Conservation in the City of Temiskaming Shores	Restricts water used at the discretion of Council from time-to-time.	By-law 2006-051

In order to adequately assess the City’s energy conservation progress, an examination of the Equivalent Kilowatt Hours (ekWh) must be conducted. This allows for natural gas and electricity consumption to be reviewed together. The City’s overall ekWh energy consumption between 2014 and 2018 declined by 1.1 million (2014 – 12.9 million ekWh, 2018 – 11.7 million ekWh) meaning the City exceeded its target with an overall 9% reduction in annual ekWh consumption over the 5-year period.

Figure 1-5 Equivalent Kilowatt Hour Energy Consumption (ekWh)



While electricity consumption remained relatively stable, natural gas consumption declined by 19% with the bulk of the change occurring between 2014 and 2015.

Figure 1-6 Natural Gas Consumption (m³)

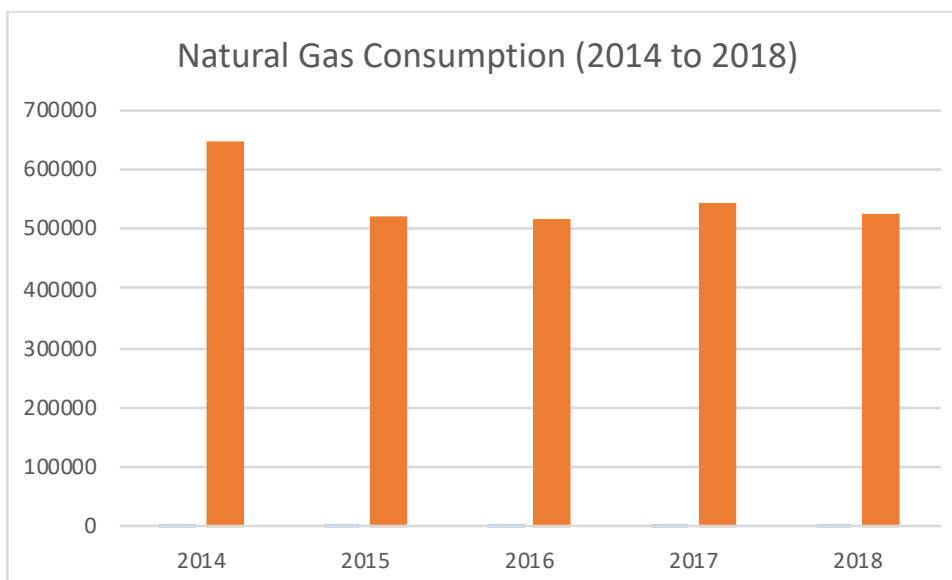
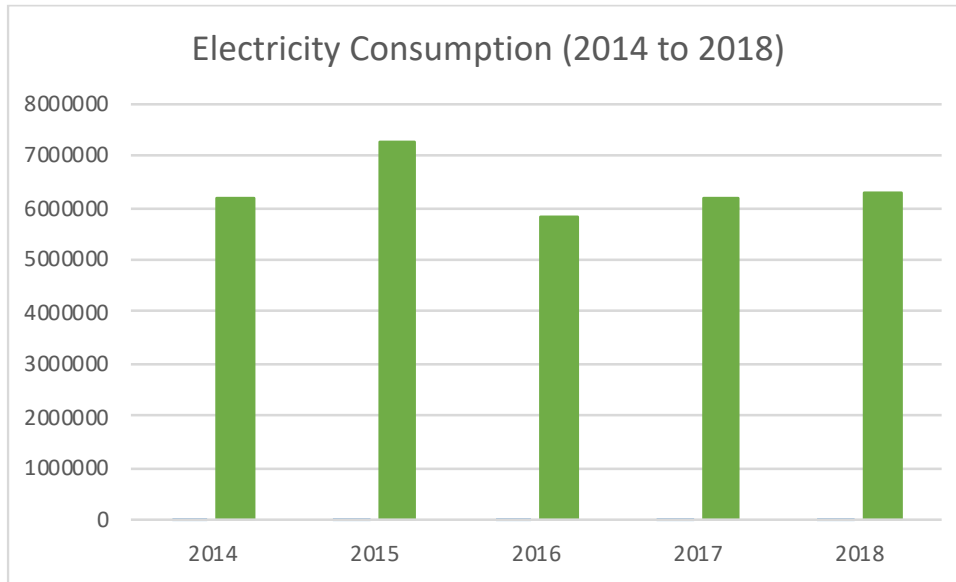


Figure 1-7 Electricity Consumption (kWh)



Energy Conservation Project Successes

Since the creation of the last 5-Year ECDM Plan, the City has initiated significant investments in energy efficiency and energy-cost reduction. These projects include:

Facility-Related Projects

2013

- LED lighting retrofits for the Public Works #2, New Liskeard Water Treatment Plant (WTP), New Liskeard Arena and Haileybury WTP

2014

- HVAC upgrades for the New Liskeard WTP, Riverside Place and City Hall

2015

- Humidification system upgrades at the Pool and Fitness Centre

2016 to 2018

- Looping of water systems
- Upgrading of removal filters
- Replacement of motor control centers (MCCs)
- LED lighting upgrade for Haileybury Arena surface lighting, City Hall and Haileybury Medical Centre
- High Efficiency Furnace Upgrades

2019

- Conversion of the New Liskeard Medical Centre to Library Use

City-Wide Street Lighting

In 2015 the City of Temiskaming Shores embarked on a major street lighting retrofit across the City. This project included the replacement of over 1,250 HPS street lights, leading to an annual savings of over \$100,000. The City received project funding incentives to complete this project.

2.0 Energy Conservation and Management Policy

Our Commitment

The City of Temiskaming Shores is committed to allocating staff and resources to develop and implement a strategic Energy Conservation and Demand Management (ECDM) Plan that will reduce energy consumption and its related environmental impact. As an organization, we value the notion of efficient operations and creating a more sustainable community. The ECDM Plan builds on our previous Municipal Energy Plan as well as our Greenhouse Gas Emissions Reduction Plan. These plans are all aimed at reducing our energy costs and creating a more sustainable community.

We are committed to managing energy responsibly and will use energy efficiency practices throughout our facilities, fleet, operations and equipment wherever it is cost effective to do so.

Our Vision

The City of Temiskaming Shores will endeavour to minimize energy consumption, related costs, and carbon emissions by continuously improving its energy management practices without compromising the level of service delivery to the community.

Our Goals and Objectives

As part of our 2019 ECDM Plan, the City created several strategic avenues to achieve specific goals and targets with regards to energy management. We have re-examined our past objectives and are re-committing to this updated version.

1. Reduce energy intensity in City facilities by 5% by 2024 compared to our revised base year (2018). This is in addition to the reductions achieved between 2013 and 2018, based on our original 2011 base year.
2. Enhance our culture of conservation through training and outreach to staff, clients and business partners. All employees will have the appropriate knowledge and training to be empowered to reduce energy consumption.
3. Expand upon our comprehensive corporate energy management policy and practices by enhancing key existing business practices to include energy efficiency standards and energy management best practices.
4. Expand our monitoring and tracking program for energy use by providing access to our energy management system to make energy consumption visible to everyone in the Corporation and support facility/management decision-making.

5. Deliver energy cost savings through the identification and implementation of processes, programs and projects that will reduce energy consumption.
 - Re-assess and benchmark the top energy consuming facilities across the Corporation (2019)
 - Review previously identified energy savings opportunities by reviewing past energy audits and plan to renew energy audits and analysis of the capital asset renewal program. (Ongoing)
 - Review and/or enhance standard operating and maintenance procedures to include energy conservation best practices. (Ongoing)
 - Seek funding for energy-related projects from various sources to enhance the payback and reduce implementation costs. (Ongoing)

Strategic Action Plan

To achieve our new ECDM Plan, the City will employ the following strategic actions designed to ensure a positive outcome over the next 5 years. These key strategies support the delivery of our Goals and Objectives.

Strategy 1. Corporate Practices

Expand upon our policies and practices that support the energy conservation effort and show leadership and commitment within the Corporation and community.

- Energy Management Team: Roles, Responsibilities and Accountability
- Energy Procurement
- Renewed focus on reducing our energy footprint in day-to-day operations

Strategy 2. Education, Awareness & Outreach

Provide the guidance and leadership necessary to empower employees and develop a culture of conservation.

- Energy Skills Training Program
- Energy Awareness Training
- Outreach, Engagement and Recognition Programs
- Feedback System for Employee Suggestions
- Employee Brainstorming Sessions

Strategy 3. Energy Conservation Action Plan and Energy Information Management

Continually identify and deliver energy conservation processes, programs and projects in all areas of the Corporation (facilities, fleet, equipment, water plants etc.). Demonstrate sound operating and maintenance practices to complement the energy efficiencies implemented through the capital asset renewal program. Employ a robust Energy Information Management System to ensure that all conservation activities are measured and verified to ensure the City receives and maintains specified energy reductions and savings.

Energy Conservation Action Plan

- Key facility energy audits and re/retro-commissioning studies
- Asset renewal plan and energy conservation project delivery
- Standard facility operations procedure review

Energy Information Management

- Maintenance of the online energy monitoring and reporting system (electricity, natural gas and fuels)
- Regular Energy Use Review presentations for the community, council, accountable staff and energy users
- Energy bill verification and rate optimization
- Reporting requirements for Regulation 507/18 (formerly 397/11)
- Consistent updates and review of key performance indicators (KPIs) / Benchmarking
- Standardize and implement project measurement and verification

3.0 STRATEGY 1: Energy Management Corporate Practices

The City of Temiskaming Shores has implemented several corporate practices, including key personnel deployment, to ensure a strong focus on energy management and savings. These efforts remain a key component of our renewed ECDM Plan.

The Energy Management Team: Roles and Responsibilities

Energy Sponsor and Champion: Manager of Physical Assets

The Energy Sponsor and Champion is ultimately responsible for creating budgets, securing spending authority and resources for the program. This role is responsible for setting the program's high-level vision, goals and objectives, keeping track of major project activities and approving resources and funding for the team and its approved projects. The Energy Sponsor and Champion has direct knowledge of the organization's major energy-using systems and is responsible for developing and maintaining the focus for the Energy Management Team. In addition, this role coordinates meetings, set agendas, and delegates and manages tasks related to the Energy Management Team and is responsible for ensuring that the monitoring and tracking systems for energy are accurate, up-to-date and available for use by City employees.

Corporate Energy Management Team

The Corporate Energy Management Team functions on a strategic level to set expectations for each of the facilities, develop metrics for tracking overall energy improvement, and build accountability for energy management activities. In addition, this cross-functional team has direct responsibility for the consumption of energy within their respective departments. As a group, the team supports and monitors the energy management initiatives (processes, programs, and projects) at the various facilities and across the corporation.

The Energy Management Team at City of Temiskaming consists of the Building Maintenance Committee, which currently includes the following members:

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

Actions: Continue to seek cross-departmental membership and support for the Energy Management Team. Continue to meet bi-weekly to discuss the Energy Management Program to ensure implementation of new savings ideas, as well as maintain the positive momentum built over the past 5 years.

Energy Procurement

The City continues to utilize the energy procurement service provided by Local Authority Services (LAS). This program provides options for fixed-price energy procurement services to maintain predictable electricity and natural gas commodity costs. In addition, the program permits the City to work together with a large number of other municipal entities throughout the province to create bulk-buying power to leverage aggregated energy purchasing opportunities.

Actions: Continue to review the LAS program annually and evaluate the City's level of participation. Review potential alternative programs for merit and analyze the net result of participation annually.

4.0 STRATEGY 2: Education, Awareness and Outreach

The City's Education, Awareness and Outreach program has been utilized over the past 5 years to assist with the maintenance of a culture of conservation. This has been achieved by raising the level of awareness, understanding and general knowledge amongst staff regarding energy spending, usage and conservation. The City will continue to utilize a successful combination of program engagement, direct awareness marketing and hands-on training to enhance our energy reduction efforts to support the achievement of our energy conservation goals and objectives. As well, energy will continue to be a regular agenda item at staff meetings to solicit new ideas for reduction of energy use, promote continued awareness of the cost of energy and ensure that energy conservation remains a key consideration for all City employees.

The Education, Awareness and Outreach program provides guidance, leadership and the framework to empower employees and foster our culture of conservation. The program informs the organization of current energy use, operational practices as well as improvement opportunities, while ensuring that all employees have an opportunity to remain informed of the City's energy reduction efforts. This continued practice will foster the greatest possible impact of education and awareness.

The program is comprised of the following four focus areas:

Energy Skills Training Program

The Energy Skills Training Program is a vehicle for City employees to continue to develop a general awareness and understanding of current energy use within City facilities as well as skills to identify opportunities for improvement. The Training Program combines both general knowledge training and hands-on experience to gain maximum benefit.

Employee Brainstorming Sessions are an important part of the Energy Skills Training Program and are encouraged during the Energy Team meetings as a way of generating new ideas for energy conservation. As regular users and managers of City facilities, our employees are one of the City's most valuable resources to both generate and implement our energy conservation strategies.

Outreach, Engagement, Recognition and Energy Awareness Training Program

The City will continue to engage all users of City facilities (both staff and the general public) and recognizes that this is essential to the continued success of the energy management program. Our energy program will continue to employ a comprehensive approach to both engaging employees and recognizing the efforts of City staff who provide important support and ideas.

The Energy Awareness Training Program has been developed to provide consistent energy conservation messaging throughout all departments using Community-Based Social Marketing (CBSM) techniques to engage all users of City facilities.

Specific methods used to date include conservation tips, eye-catching posters, City intranet messaging and other relevant marketing tools. It is the intention of this Plan to expand our ability and focus to enable the City to become a 'clearinghouse' of information for local residents to discover ideas and incentives to improve their own energy usage practices.

Feedback System for Employee Suggestions

The City will continue to employ a feedback system to encourage employees to provide input and ideas. The email messages are sent to a specific address and are forwarded to members of the Energy Management Team in order to ensure prompt response. The Energy Team members can engage relevant employees to ensure that all suggestions are captured and explored.

Actions: Review available energy training opportunities both generally (i.e. all staff) and for specific facilities (i.e. water plant). Establish and maintain at least annual Outreach and Engagement efforts to keep energy conservation 'top-of-mind' for staff and stakeholders.

5.0 STRATEGY 3: Energy Conservation Activities and Information Management

Energy Conservation Action Plan

The Energy Conservation Action Plan forms the blueprint for implementing energy conservation and cost saving measures. The City has created a list of potential projects based on previous facility energy audits. The attached action plans have been created to guide this process based on a prioritized implementation schedule. All available incentives and funding sources will be explored to minimize the implementation cost of each measure. In addition to the measures shown, the City anticipates that further energy audits, completed over the next 5 years, will augment the list of available energy conservation measures.

Below is our current list of known projects to be implemented during the life of this Plan. In all, the measures will include:

- LED lights on New Liskeard Arena surface (2019)
- LED upgrades to decorative lights in downtown cores (throughout the life of the Plan)
- Boiler and lighting upgrades for the New Liskeard Library (2019)

Additional measures will be added as funding becomes available on an annual basis. In general terms, our actions are expected to yield the following results:

- Education, Awareness and Outreach: 1-2% annual energy savings
- On-going regular reviews of consumption and baselines: .5% to 1% annual energy savings
- Re/retro Commissioning: 2-7% annual energy savings within the facilities where it is implemented (estimated to be 1% overall potential total annual savings)

Actions: Maintain a schedule of energy audit and re/retro-commissioning renewals to ensure that our list of measures is up-to-date and that previous measures are still functional and providing savings. Perform periodic reviews of available incentives and stay up-to-date on potential sources of funding to offset the implementation costs of the proposed future measures. Review the list of measures at least annually and update as necessary.

Energy Information Management

Online Energy Monitoring and Reporting System

The City of Temiskaming Shores currently has a system for managing and reporting its energy consumption (electricity, natural gas, fuels). The motivation for this effort is the notion that “you can’t manage what you are not aware of”. By making our energy usage visual, and keeping the information real-time, all personnel with access to the information can benefit from understanding the nature of energy use in their facilities, as well as the impact their actions or inactions have on the City’s overall energy cost and budgeting.

In order to enhance our ability to monitor and track the progress of some of our facilities, the City currently employs a Supervisory Analytics program to monitor and track consumption in selected buildings against an established baseline using a CUSUM analysis. This information is also key in evaluating the potential of new conservation projects as well as measuring the effectiveness of initiatives already taken.

Actions: Continue to gather and upload energy data into the Energy Information Management System regularly and analyze the data for patterns and savings opportunities using our Supervisory Analytics program.

Energy Management Presentations for the Community, Council, Accountable Staff and Energy Users

To gain traction for the initiatives within this Plan and ensure that the City of Temiskaming Shores reaches its stated reduction targets, it is imperative that information regarding energy usage and cost, as well as the City’s energy conservation plans and projects, are well understood and top of mind of everyone from front-line employees to senior department heads and City Council. This broad awareness will lead to additional buy-in and support for the City’s continued efforts to reduce its energy usage and spending.

Actions: Make energy a key topic at staff and senior management meetings as well as provide an update on energy use and conservation to Council at least annually.

Key Performance Indicators (KPI’s) and Monitoring and Verification

To ensure momentum continues, and the City of Temiskaming Shores receives value-for-money with regards to its energy conservation efforts, a rigorous program of establishing KPI’s and then monitoring and verifying ongoing savings is an essential element of this Plan. By establishing agreed upon KPI’s (as suggested in the table below) and then performing regular and frequent monitoring, not only will City personnel be able to verify that savings expected from various projects is achieved, but that the savings continue for the duration of the project or retrofit’s useful life. This practice will protect the City’s investments as well as provide transparency and support for successful savings initiatives

Figure 5.1 – KPI Suggestions

Facility Type	Energy KPIs	Measured Variables
Cultural Facilities, Indoor Recreational Facilities and Community Centres	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy Rates / month • Sheet rentals / month
Facilities Related to Treatment or Pumping of Water or Sewage	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather (Temperature and Rainfall) • m³ treated water or waste water / day
Administrative Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Public Libraries	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Fire Stations and Associated Offices	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather • Occupancy
Storage Facilities	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month Baseline Natural Gas <ul style="list-style-type: none"> • m³ / month Other Energy Sources	<ul style="list-style-type: none"> • Daily Weather
Street Lighting	Electricity	<ul style="list-style-type: none"> • Number of Lights
Recreation and Outdoor Lighting	Baseline Electricity (Summer/Winter/Shoulder Season) <ul style="list-style-type: none"> • kWh / month • Peak kW / month 	<ul style="list-style-type: none"> • Occupancy or Rentals / Month • Opening / Closing Dates
Fleet	Baseline Diesel Use Baseline Gasoline Use	<ul style="list-style-type: none"> • Number of Vehicles • km driven / month

Actions: Review all conservation initiatives to understand the most appropriate monitoring and verification process. Review the project savings at pre-defined regular intervals and report outcomes to senior management/City Council.

Bill Verification and Rate Optimization

A consistent, periodic review of the City's energy invoices is important to ensure that rates and recorded consumption values on energy bills is accurate. This ensures that the invoices presented by utilities are correct and are providing appropriate and relevant data to the City's Energy Management Platforms.

Actions: Perform a rationalization check on monthly invoices and conduct at least annual detailed billing reviews to ensure accuracy.

Ongoing Ontario Regulation 507/18 Reporting

In addition to completing this Plan, the City of Temiskaming Shores is required to submit annual energy consumption and greenhouse gas emissions templates to the appropriate Ministry of Energy portal. Gathering and recording monthly energy invoices are necessary to complete these reports.

Actions: Complete all required regulatory reporting by July 1 of each year.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-101

**Being a by-law to enter into a Purchase Agreement with
Wilson Chevrolet Limited for the supply and delivery of
one (1) ¾ ton Chevrolet Light Duty Truck**

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-018-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) ¾ ton Chevrolet Light Duty Trucks at a total cost of \$36,809.95 plus applicable taxes for consideration at the June 18, 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 purchase agreement with Wilson Chevrolet Limited for the supply and delivery of one (1) ¾ ton Chevrolet Light Duty Trucks at a cost of \$36,809.95 plus applicable taxes as well as appurtenance for the vehicle at an upset limit of \$1,500 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-101

Vehicle Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Wilson Chevrolet Limited

For the supply and delivery of one (1) $\frac{3}{4}$ ton Chevrolet
Light Duty Trucks

This agreement made in duplicate this 18th day of June, 2019.

Between:

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

And:

Wilson Chevrolet Limited
(hereinafter called “the supplier”)

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide one (1) ¾ ton Chevrolet Light Duty Truck in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-002-2019)
Supply and Delivery of Light Duty Trucks**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) ¾ ton Chevrolet Light Duty Truck in the amount of Thirty-Six Thousand, Eight Hundred and Nine Dollars and Ninety-Five cents (\$36,809.95) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by

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

The Supplier:

Wilson Chevrolet Limited

100 Wilson Avenue
P.O. Box 100
New Liskeard, Ontario
P0J 1P0

Attn.: Michael Wilson

The Owner:

City of Temiskaming Shores

325 Farr Drive
P.O. Box 2050
Haileybury, Ontario
P0J 1K0

Attn.: Mitch Lafreniere

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)

Supplier's Seal)
(if applicable))

Municipal Seal)

Wilson Chevrolet Ltd.

Sales Manager – Michael Wilson

Witness - Signature

Print 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. 2019-101

Form of Agreement

Scope of Work

The two trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color ½ ton.
2. Standard cab pick-up with 8' box, white in color, 3/4 ton.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested: 1. <u>CHEVROLET 1500 2019</u> 2. <u>CHEVROLET 2500 2019</u>	✓		
Trucks to be have box liners or similar factory installed. Specify <u>SIMILAR</u>	✓		
The trucks provided shall have a full-service franchised dealer located within the City of Temiskaming shores Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores. <i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i>	✓		

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.	✓		DEALER " 4822284 SALESMAN " 1586456
All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.	✓		
See below for engine size for each vehicle: 1. 6 cylinder or equivalent 2. 8 cylinder or equivalent	✓		
Front seats to be bucket seats for all trucks	✓		40/20/40
Trailer towing package	✓		
Engine shall be equipped with a block heater	✓		
Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded			Days: 75/100
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
The only acceptable tire for all units is a BF Goodrich ATKO2 product # 29668. 10 Ply only will be accepted, no substitutes.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each			2WD 3/4 TON NOT AVAILABLE

City of Temiskaming Shores
PW-RFP-002-2019

Wilson Chevrolet Ltd

Supply and Delivery of New Light Duty Trucks

PW-RFP-002-2019

Contractor's submission of bid to:
The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, WILSON CHEVROLET LIMITED
(Registered Company Name/Individuals Name)

Of, 8833~~9~~ 47 HWY 65E NEW LISKEARD ON. R2X100 P05-1P0
(Registered Address and Postal Code)

Business:

Phone Number (205) - 647-4373

Fax Number (205) - 647-3062

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

Price for truck #1 (less HST) \$ 29,560.⁰⁰/₁₀₀

Price for truck #2 (less HST) 4x4 \$ 34,819.⁰⁰/₁₀₀

Note: see following page for optional items to be priced.

Note:

If these 2019 Chevrolet Pick-up trucks are not available due to the late date of your tender, we could order 2020 models with price assurance of 2% on the ½ ton models, and 5% on the ¾ ton.

Wilson Chevrolet Ltd

City of Temiskaming Shores
PW-RFP-002-2019

Supply and Delivery of New Light Duty Trucks

Optional vinyl seats for each	\$ <u>INCLUDED</u>
Optional vinyl floor	\$ <u>INCLUDED</u>
*Optional 4-wheel drive 1/2 TON PICK UP	\$ <u>4000.00</u>
Option for spray on type box liner	\$ <u>250.00</u>

* City may consider four-wheel drive option.

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks
NON-COLLUSION AFFIDAVIT

I/We WILSON CHEVROLET LIMITED the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.


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

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

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

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

Signed



Company Name

WILSON CHEVROLET LIMITED

Title

Sales manager

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks
Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at NEW LILBEARD this 16 day of MAY, 2019.

FIRM NAME: WILSON CHEVROLET LIMITED

BIDDER'S AUTHORIZED OFFICIAL: MICHAEL WILSON

TITLE: Sales manager

SIGNATURE: 

Registration No. 4822284

Ontario's Vehicle Sales Regulator

RONALD E. SUTTON

1586456

WILSON CHEVROLET LIMITED
O/A WILSON CHEVROLET BUICK GMC
4822284

2020/02/26

CertNo: 4762771

WILSON CHEVROLET LIMITED O/A WILSON CHEVROLET BUICK GMC

is registered under the Motor Vehicle Dealers Act

In accordance with Section 29(1) of the Regulations to the Motor Vehicle Dealers Act 2002, this certificate will be posted at the address above so the public is likely to see it.

Category	Sub-type	Issue Date	Expiry Date
GENERAL DEALER	NEW AND USED MOTOR VEHICLES	2018 / 06 / 13	2019 / 07 / 31

Signature of Registrant

4762771



Ontario Motor Vehicle Industry Council

Conseil ontarien du commerce des véhicules automobiles

omvic.on.ca

The Corporation of the City of Temiskaming Shores

By-law No. 2019-102

**Being a by-law to enter into a Purchase Agreement with
Bill Mathews Motors for the supply and delivery of one
(1) ½ ton Ford Light Duty Truck**

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-018-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to enter into a purchase agreement with Bill Mathews Motors for the supply and delivery of one (1) ½ ton Ford Light Duty Trucks at a total cost of \$32,119.00 plus applicable taxes for consideration at the June 18, 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 purchase agreement with Bill Mathews Motors for the supply and delivery of one (1) ½ ton Ford Light Duty Trucks at a cost of \$32,119.00 plus applicable taxes as well as appurtenances for these vehicles at an upset limit of \$1,500 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 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law 2019-102

Vehicle Purchase Agreement between

The Corporation of the City of Temiskaming Shores

and

Bill Mathews Motors

For the supply and delivery of one (1) ½ ton Ford Light
Duty Truck

This agreement made in duplicate this 18th day of June, 2019.

Between:

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

And:

Bill Mathews Motors
(hereinafter called “the supplier”)

Witnesseth:

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

Article I:

The Supplier will:

- a) Provide one (1) ½ ton Ford Light Duty Truck in accordance to the specifications contained in their submission in relation to the following:

**Corporation of the City of Temiskaming Shores
Request for Proposal (PW-RFP-002-2019)
Supply and Delivery of Light Duty Trucks**

- b) Do and fulfill everything indicated by this Agreement and in the Specification attached hereto as Appendix 01 and forming part of this agreement.

Article II:

The Owner will:

- a) Pay the Supplier in lawful money of Canada for the supply and delivery of one (1) 2019 ½ ton Ford Light Duty Truck in the amount of Thirty-two Thousand, One Hundred and Nineteen Dollars and Zero cents (\$32,119.00) plus applicable taxes;
- b) Make payment on account thereof upon delivery and completion of the said work and receipt of invoice, in accordance with the City of Temiskaming Shores Purchasing Policy, and with terms of Net 30 days after receiving such invoice.

Article III:

All communications in writing between the parties shall be deemed to have been received by the addressee if delivered to the individual or to a member of the firm or to an officer of the Owner for whom they are intended or if sent by hand, Canada Post, courier, facsimile or by another electronic communication where, during or after the transmission of the communication, no indication or notice of a failure or suspension of transmission has been communicated to the sender. For deliveries by courier or by

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

The Supplier:

Bill Mathews Motors
260 Armstrong St. N.
New Liskeard, Ontario
P0J 1P0

Attn.: Rod Mathews

The Owner:

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

Attn.: Mitch Lafreniere

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)

Supplier's Seal)
(if applicable))

Municipal Seal)

Bill Mathews Motors

Sales Manager – Rod Mathews

Witness - Signature

Print 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. 2019-102

Form of Agreement

Scope of Work

The two trucks to be supplied are listed below:

1. Standard cab pick-up with 8' box, white in color ½ ton.
2. Standard cab pick-up with 8' box, white in color, 3/4 ton.

Specifications

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
MAKE/MODEL/YEAR			
Please state the Make/Model/Year of the truck offered for all vehicles requested: 1. <u>FORD, F150, 2019</u> 2. <u>FORD, F250, 2019</u>	✓		
Trucks to be have box liners or similar factory installed. Specify <u>Box LINER</u>	✓		
The trucks provided shall have a full-service franchised dealer located within the City of Temiskaming shores Alternates will be given consideration assuming they meet with the specification and operational requirements of the City of Temiskaming shores. <i>The City reserves the right to request demonstrations to determine the suitability of a given model.</i>	✓		

DESCRIPTION	CONFORM		IF NO, INDICATE ALTERNATIVE
	YES	NO	
Successful Proponent shall be a licensed retail motor vehicle dealer in good standing with the Ontario Motor Vehicle Industry Council. The Dealer's history and past performance will be used as part of the selection process. Please enclose copies of applicable licenses. Specify Dealer and Salespersons License Numbers.	✓		
All warranty and pre-delivery functions shall be performed by a licensed factory trained mechanic.	✓		
See below for engine size for each vehicle: 1. 6 cylinder or equivalent 2. 8 cylinder or equivalent	✓		
Front seats to be bucket seats for all trucks	✓		
Trailer towing package	✓		
Engine shall be equipped with a block heater	✓		
Automatic Transmission	✓		
How many days anticipated for delivery of trucks once awarded	✓		Days: <u>60</u>
Factory installed Air conditioning	✓		
Radio AM/FM equipped with BlueTooth mobile hands free	✓		
The only acceptable tire for all units is a BF Goodrich ATKO2 product # 29668. 10 Ply only will be accepted, no substitutes.	✓		
Factory supplied mud flaps installed by Dealer	✓		
Optional four-wheel drive priced separately for each	✓		

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks

PW-RFP-002-2019

Contractor's submission of bid to:

The Corporation of the City of Temiskaming Shores

Stipulated Bid Price

We/I, BILL MATTHEWS MUDRIS / RON MATTHEWS
(Registered Company Name/Individuals Name)

Of, 260 ARMSTRONG ST N NEW LISIOWAN, ON, R2T1A
(Registered Address and Postal Code)

Business:

Phone Number (705) - 477-4343

Fax Number (705) - 478-2517

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

Price for truck #1 (less HST) \$ 28,574.00

Price for truck #2 (less HST) \$ 37,754.00

Note: see following page for optional items to be priced.

Optional vinyl seats for each	\$ <u>Nic</u>
Optional vinyl floor	\$ <u>Nic</u>
*Optional 4-wheel drive	\$ <u>3,250.00</u>
Option for spray on type box liner	\$ <u>295.00</u>

* City may consider four-wheel drive option.

**City of Temiskaming Shores
PW-RFP-002-2019**

Supply and Delivery of New Light Duty Trucks

NON-COLLUSION AFFIDAVIT

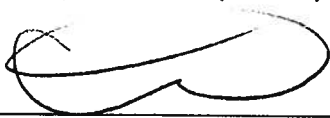
// We Rob Matthews / Bill Matthews Motors the undersigned am fully informed respecting the preparation and contents of the attached quotation and of all pertinent circumstances respecting such bid.

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

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

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

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

Signed  Rob Matthews
Company Name Bill Matthews Motors
Title Sales Manager

City of Temiskaming Shores
PW-RFP-002-2019
Supply and Delivery of New Light Duty Trucks

Conflict of Interest Declaration

Please check appropriate response:

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

List Situations:

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

Dated at NEW LONDON this 17 day of MAY, 2019.

FIRM NAME:

Buc MATHEWS MOTORS


BIDDER'S AUTHORIZED OFFICIAL:

BOB MATHEWS

TITLE:

SALES MANAGER

SIGNATURE:


Bob Mathews



Ontario's Vehicle Sales Regulator

Registration No. 2383245

BILL MATHEWS MOTORS INC.

260 ARMSTRONG ST N, TEMISKAMING SHORES, ON P0J1P0

is registered under the Motor Vehicle Dealers Act

In accordance with Section 29(1) of the Regulations to the Motor Vehicle Dealers Act 2002, this certificate will be posted at the address above so the public is likely to see it.

Category	Subclass	Issue Date	Expiry Date
GENERAL DEALER		2018 / 06 / 09	2019 / 06 / 28
NEW AND USED MOTOR VEHICLES			

Signature of Registrant

4759734



Ontario Motor Vehicle Industry Council
Conseil ontarien du commerce des véhicules automobiles

omvic.on.ca



REGISTRATION CERTIFICATE

Name

RODERICK B MATHEWS

Registration No

1701767

Dealer Name

BILL MATHEWS MOTORS INC.

Expiry Date

2020/12/24

Base Registration No

2383245

Card No: 4887748

The Corporation of the City of Temiskaming Shores

By-law No. 2019-103

Being a by-law to enter into an Agreement with Phippen Waste Management Limited for the Collection, Removal and Disposal of Refuse, Recyclable Materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations

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-019-2019 at the June 18, 2019 Regular Meeting of Council and directed staff to prepare the necessary by-law to enter into an agreement with Phippen Waste Management Limited for the collection, removal and disposal of refuse; for the collection, removal and disposal of recyclable materials; for the operation and maintenance of the currently operated Municipal Landfill Site and for the operation and maintenance of the Municipal Spoke Transfer Station Operations for consideration at the June 18, 2019 Regular Meeting of Council;

And whereas Council deems it necessary to enter into an agreement with Phippen Waste Management Limited;

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 Phippen Waste Management Limited for the collection, removal and disposal of refuse, a copy of which is attached hereto as **Schedule "A"** forming part of this by-law; for the collection, removal and disposal of recycling material, a copy of which is attached hereto as **Schedule "B"** forming part of this by-law; for the operation and maintenance of the currently operated Municipal Landfill Site, a copy of which is attached hereto as **Schedule "C"** forming part of this by-law; and for operation and maintenance of the Municipal Spoke Transfer Station, a copy of which is attached hereto as **Schedule "D"** forming part of this by-law.
2. That the Term of this agreement shall commence on January 1, 2020 and terminate on December 31, 2024.
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 schedules as may be deemed necessary after the passage of this by-law.

Read a first, second and third time and finally passed this 18th day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "A" to

By-law No. 2019-103

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Refuse

This Agreement made in triplicate this 18th day of June, 2019

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of refuse;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1. Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 65 – gallon garbage container designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Refuse on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Refuse from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the resident's property, onto the collection vehicle;
- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Refuse;
- 1.8 **Containerized Collection** means the system of collection of garbage, placed in Approved Containers by means of a front-end collection vehicle;

- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items excluding energy, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the currently operated Municipal Landfill Site off of Dump Road or other location as determined by the Corporation;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement
- 1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021, as amended.

2. Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day on December, 2024.**
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year 10. In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3. Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4. Termination of this Agreement

- 4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

5. Remuneration

- 5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.
- 5.2 The Corporation shall pay to the Contractor *two dollars and nineteen cents (\$2.19)* plus HST per cart, for a minimum collection of 4,200 carts per week.
- 5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Refuse	
Size of Dumpster	Rate per Month
Two (2) Yard	\$43.57, plus HST
Four (4) Yard	\$63.95, plus HST

Six (6) Yard	\$83.19, plus HST
--------------	-------------------

- 5.4 The Corporation shall pay the Contractor a monthly amount of *six hundred and forty-five dollars and forty-one cents* (\$645.41) plus HST for the Semi-Automated Collection of Refuse for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 5.5 The Corporation shall also pay the Contractor an amount of *eleven dollars and twenty-eight cents* (\$11.28) plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 5.8 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

6. Applicable by-laws

For the purposes of this agreement the applicable By-law is the Solid Waste Management By-law No. 2015-021, as amended.

7. Change of Law Provisions

- 7.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 7.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

- 7.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 7.4 A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 7.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) Any estimated change in the costs of performing the work as a direct result of the Change of Law; and
 - (vi) Any costs and/or expenses required or may no longer be required as a result of the Change of Law.
- 7.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

8. Collection Schedule – Residential Areas

- 8.1 The Contractor undertakes and agrees to carry-out the collection and disposal of garbage and other Refuse within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 8.2 That residential garbage collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags) per residential unit;
- 8.3 That garbage shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

9. Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.
South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter's Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

10. Collection Schedule – Industrial, Commercial, Institutional Sectors

- 10.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;
- 10.2 That ICI collection shall be limited to one (1) 65 gallon bin (equivalent of four (4) regular sized garbage bags), per ICI unit;
- 10.3 That garbage collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

11. Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Refuse from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Garbage - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Garbage – Fridays – prior to morning rush

12. Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

13. Equipment / Staffing

- 13.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Refuse in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance,

washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

13.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

14. Health and Safety

14.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

14.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

14.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

15. Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

16. Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor's Office.

17. Contractor's Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the garbage Collection Services may be received and processed by the said Contractor.

18. Ratepayer Concern Report

18.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

18.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

19. Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

20. Collection Schedule

20.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

20.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

21. Changes to Collection Schedule

21.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;

21.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

22. Collection

22.1 The Contractor will be required to collect Refuse from the curb side adjacent to the householders' premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.

22.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.

22.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set-up of Collection Locations and collection dates.

22.4 The Contractor will be required to collect Refuse materials from households that have been approved by the Corporation as requiring the assisted waste collection

service, providing the resident(s) complies with responsibilities related to the Collection Service.

22.5 The Contractor shall attach "notices tags" provided by the Corporation, on Approved Containers when found incompliant with the Corporations Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.

22.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.

22.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation's Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

23. Holiday Collections

23.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

23.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require, as described in section 20.2 of this agreement.

24. Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

25. Disposal Site

25.1 All Refuse collected must be deposited at the Disposal Site. The Contractor shall deposit Refuse at other temporary areas designated from time-to-time as the Corporation may direct.

25.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver refuse outside established operating hours.

26. Supplementary Services by Contractor to the Public

26.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

26.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

27. Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

28. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or

on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

29. Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

30. Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

31. Assignment and Sub-Contractors

The Contractor shall not **assign or sub-let the contract** or any part thereof or any benefit or interest therein or there under, without the written consent of the Corporation.

The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

32. Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

33. Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

34. Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination

of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

35. Other Rights

The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

36. Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

37. Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

38. Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Remainder of page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "B" to

By-law No. 2019-103

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Collection, Removal and Disposal of Recyclable Materials

This Agreement made in triplicate this 18th day of June, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Limited
(hereinafter called the "Contractor")
Party of the Second Part

whereas the Corporation desires to enter into an agreement with the Contractor for the collection, removal and disposal of recyclable material;

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1. Definitions

- 1.1 **Adequate Equipment** shall mean to include two (2) automated side loader trucks with a lift or arm capable of grabbing and lifting Approved Containers into the hopper then returning the containers to the curb, and capable of compacting and transporting waste material.
- 1.2 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.3 **Approved Container** means the City issued 95-gallon recycling container designed for automated collection services;
- 1.4 **Bi-weekly collection** means the collection of Recyclable Materials on alternating weeks;
- 1.5 **City** means the City of Temiskaming Shores;
- 1.6 **Collection Location** means the location at which the Contractor has agreed to collect Recyclable Materials from a curb side adjacent to a public roadway, or at a mutually agreed upon location on the residents property, onto the collection vehicle;
- 1.7 **Collection Services** means all services performed by the Contractor in connection with single-family, multi-residential and ICI collection of Recyclable Materials;

- 1.8 **Containerized Collection** means the system of collection of recyclable material placed in Approved Containers by means of a front-end collection vehicle;
- 1.9 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.10 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.11 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contract;
- 1.12 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.13 **Disposal Site** means the currently operated Municipal Landfill Site off of Dump Road or other location as determined by the Corporation;
- 1.14 **ICI** is the abbreviation for Industrial, Commercial and Institutional;
- 1.15 **Multi-Residential Building** means a building containing between two (2) and eight (8) self-contained residential living units;
- 1.16 **Refuse** means any material as defined in By-law No. 2015-021, and amendments thereto;
- 1.17 **Recyclable Material** means any material defined in By-law No. 2015-021, and amendments thereto;
- 1.18 **Semi-automated Collection** means manually assisted automated collection of waste from Collection Locations in Approved Containers
- 1.19 **Spoke Transfer Station** means the Spoke Transfer Station located at 547 Barr Drive;
- 1.20 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;
- 1.21 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement
- 1.22 **Unacceptable Waste** means any material defined in By-law No. 2015-021, as amended.

2. Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December 2024**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3. Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4. Termination of this Agreement

- 4.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.
- 4.3 Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract. In the event of change, alteration and/or amendment to Applicable Law, the need for Early Termination of the Contract may be necessary. Should this Early Termination of the Contract occur, both parties agree that the Contractor be paid Cost Incurred to Terminate based on the table below. In the event that the Contractor continues to provide similar services as described within this contract, but not through an agreement with the Corporation, the below Cost Incurred to Terminate will not apply.

Contract Year	Cost Incurred to Terminate	Description of Cost Incurred
Year 1	43% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss

Year 2	43% of Remaining Contract	Shared Equipment and Depreciation, Profit Loss	Operational Costs,
Year 3	43% of Remaining Contract	Shared Equipment and Depreciation, Profit Loss	Operational Costs,
Year 4	43% of Remaining Contract	Shared Equipment and Depreciation, Profit Loss	Operational Costs,

5. Remuneration

- 5.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under this agreement.
- 5.2 The Corporation shall pay to the Contractor *two dollars and nineteen cents (\$2.19)* plus HST per cart, for a minimum collection of 4,200 carts per week.
- 5.3 The Corporation shall pay the Contractor for the bi-weekly collection of dumpsters located at eligible Multi-Residential Buildings at the following rates:

Recyclable	
Size of Dumpster	Rate per Month
Two (2) Yard	\$49.57, plus HST
Four (4) Yard	\$68.97, plus HST
Six (6) Yard	\$85.79, plus HST

- 5.4 The Corporation shall pay the Contractor a monthly amount of *six hundred and forty-five dollars and forty-one cents (\$645.41)* plus HST for the Semi-Automated Collection of Recyclable Materials for areas mutually agreed to be inaccessible for Automated Collection by the Corporation or its Appointee and by the Contractor.
- 5.5 The Corporation shall also pay the Contractor an amount of *eleven dollars and twenty-eight cents (\$11.28)* plus HST, per collection from a residential unit receiving the assisted waste collection service, as approved by the Corporation or its Appointee.
- 5.6 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.
- 5.7 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works,

have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

- 5.8 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding energy outlined in Section 5.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

6. Applicable by-laws

For the purposes of this agreement the applicable By-law is the Solid Waste Management By-law No. 2015-021, as amended.

7. Change of Law Provisions

- 7.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 7.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
- 7.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 7.4 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 7.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance

of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:

- (i) Any necessary change in the Work;
- (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
- (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
- (iv) Any loss of income that may result from the Change of Law;
- (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*

7.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

8. Collection Schedule – Residential Areas

- 8.1 The Contractor undertakes and agrees to carry-out the collection and disposal of Recyclable Materials within the City as set out in **Appendix 01 – Collection Schedule Map**;
- 8.2 That residential recycling collection shall be limited to one (1) 95 gallon bin (equivalent of six (6) regular sized garbage bags) per residential unit;
- 8.3 That recycling shall be collected on a Biweekly Collection schedule (every two weeks) on alternating weeks;

9. Collection map – Areas Defined

The **Collection Schedule Map (Appendix 01)** depicts the general areas of the collection program including the day of collection. The following table is designed to provide further clarification of the boundaries of the various areas:

Area 1 – Monday		Area 2 – Tuesday	
Boundary	Description	Boundary	Description
North	South side of Hwy 65E	North	South side of Radley Hill Rd.

South	Lake Temiskaming	South	North side of Albert St.
West	Wabi River	West	East side of Firstbrook Line Rd.
East	West side of Peter's Rd.	East	Lake Temiskaming
Area 3 – Wednesday		Area 4 - Thursday	
Boundary	Description	Boundary	Description
North	South side of Whitewood Ave.	North	South side of Albert St.
South	North side of Radley Hill Rd.	South	South limit Temiskaming Shores
West	East side of Shepherdson Rd.	West	Quarry Rd.
East	Lake Temiskaming	East	Lake Temiskaming
Area 5 – Wednesday		Area 6 – Friday	
Boundary	Description	Boundary	Description
North	South side of Uno Park Rd.	North	Bedard Rd.
South	Dymond Twp.	South	North side of Whitewood Ave.
West	Dymond Twp.	West	East side of Whitewood Ave.
East	Dymond Twp.	East	Wabi River

Note: these boundaries are general in nature and not be construed as specific.

10. Collection Schedule – Industrial, Commercial, Institutional Sectors

10.1 The Contractor undertakes and agrees to carry out the collection and disposal of Refuse and Recyclable Materials from the ICI sectors as set out in **Appendix 01 – Collection Schedule Map**;

10.2 That ICI collection shall be limited up to four (4) 95 gallon bins (equivalent of eighteen (24) regular sized garbage bags), per ICI unit;

10.3 That recycling collection for ICI shall be bi-weekly on alternating weeks, unless otherwise stated;

11. Industrial, Commercial & Institutional Collection – Areas Defined

The Contractor shall be responsible for the collection of Recyclable Materials from the ICI Sectors within all areas. In particular, collection from the established downtown cores shall be in accordance to the following on alternating weeks:

Downtown Core	Collection Day
Haileybury	Recycling - Area 2 (Tuesday) - Part of residential collection
New Liskeard	Recycling – Fridays – prior to morning rush

12. Compliance with Collection Schedule

The Contractor shall make collections on every scheduled day regardless of weather conditions, equipment breakdowns or quantity of materials, and shall plan operations so that such normal contingencies are overcome. If conditions are so abnormal that regular collection is not possible, the Contractor shall inform the Corporation and request approval to suspend collection operations until the next working day. If in the opinion of the Corporation, there is not sufficient justification in the request and the Contractor is unable to carry out the scheduled work, the Corporation may have the work done by others and the cost of such work shall be borne by the Contractor. The onus is on the Contractor to have back-up equipment when breakdowns occur that will adversely affect the regular collection, removal and disposal of refuse.

13. Equipment / Staffing

13.1 The Contractor shall use units that have fully enclosed steel bodies mounted on adequate truck chassis capable of loading, compacting and unloading waste mechanically with an automated side lift-arm.

The Contractor shall be required to maintain and operate the necessary number of waste collection units, with operator(s), sufficient to collect, haul and dispose at the appropriate disposal site all collectable Recyclable Materials in accordance with the by-law(s) governing the collection.

The Contractor shall be responsible for maintenance, repairs and all other operating costs of the equipment supplied including fuel, licensing, insurance, washing, storage, etc. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

13.2 The Contractor shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications and supply training, as mandated or required.

14. Health and Safety

14.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while engaged in garbage and recycling collection services. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

14.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

14.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

15. Special Programs

The Corporation from time-to-time may introduce special programs such as the *Spring Clean-Up* program. The Contractor shall have no obligations with respect to special programs unless through mutual agreement with the Corporation.

16. Public Courtesy

The Contractor shall ensure that all employees engaged in Collection Services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

17. Contractor’s Office

The Contractor shall maintain an office within easy access at all times during the currency of the Contract, and such office shall be so staffed that during normal working hours, complaints respecting the recycling Collection Services may be received and processed by the said Contractor.

18. Ratepayer Concern Report

18.1 The Contractor shall maintain a written record of all ratepayer concerns received. The report, at a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

18.2 The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

19. Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of Corporation or its Appointee and be carried out in accordance with the applicable By-law(s).

20. Collection Schedule

20.1 The Contractor shall not commence any collections in any residential area before 6:30 a.m. except as otherwise authorized by the Corporation.

20.2 To minimize disruption of traffic in the downtown area and other commercialised areas, the Contractor will so schedule collection so as to have substantially completed pick-up in these areas prior to the morning rush hour, except as otherwise authorized by the Corporation.

21. Changes to Collection Schedule

- 21.1 All changes in the collection schedule shall be subject to the approval of the Corporation or its Appointee;
- 21.2 The Contractor at his own expense shall advertise all such changes in such a manner as the Corporation may require. This may include newspaper notices and/or radio advertisement and/or flyers.

22. Collection

- 22.1 The Contractor will be required to collect Recyclable Materials from the curb side adjacent to the householders’ premises as has been established practice within the City of Temiskaming Shores. The Corporation or its Appointee reserves the right to modify the collection location according to operational changes. All Approved Containers shall be returned to the same Collection Location from which the Contractor took them, except for when the Contractor is placing Approved Containers in a preferable location for future collections.
- 22.2 The Contractor shall provide service to new and eligible housing units or ICI units upon authorization of the Corporation. Such notification will be provided to the Contractor when a building(s) is occupied and is satisfactory to facilitate service by collection vehicles. The Contractor shall be paid for collection services provided to new and eligible buildings, and shall be provided with the updated quantity of Approved Containers at the end of each month throughout the Term of the Contract.
- 22.3 The Contractor shall be responsible for making arrangements with the owners of all eligible Multi-Residential Buildings receiving Containerized Collection for the set up of Collection Locations and collection dates.
- 22.4 The Contractor will be required to collect Recyclable materials from households that have been approved by the Corporation as requiring the assisted waste collection service, providing the resident(s) complies with responsibilities related to the Collection Service.
- 22.5 The Contractor shall attach “notices tags” provided by the Corporation, on Approved Containers when found non-compliant with the Corporations Solid Waste Management By-law No. 2015-021, and any amendments thereafter. The Contractor shall provide the Corporation with the address and the corresponding notice type on a per-occurrence basis.
- 22.6 The Contractor shall be responsible for the repair or replacement of the Approved Containers that may be damaged by the Contractor from the Collection Location. If, in the opinion of the Contractor, certain containers are potentially dangerous to the health and welfare of employees, the Contractor shall so notify the Corporation or its Appointee.

22.7 The Contractor shall not be responsible for missed collection(s) of Approved Containers if they were placed at the Collection Location outside of the times described in the Corporation’s Solid Waste Management By-law, or for waste that was packed or frozen in the container(s).

23. Holiday Collections

23.1 No collections shall be made on statutory holidays, unless mutually agreed upon by the Corporation and the Contractor. When a statutory holiday is observed by the Contractor, collection shall be made on the nearest regular working day to that holiday either preceding it or following it;

23.2 The Contractor, at its own expense, shall advertise all such holiday collection changes in such a manner as the Corporation may require, as described in section 20.2 of this agreement.

24. Traffic

The Contractor shall be subject to the provisions of the Traffic By-Law of the City of Temiskaming Shores, as amended. The Contractor shall perform duties in accordance with the Highway Traffic Act, as amended as well as be in adherence with the Ontario Traffic Manual – Book 7 – Temporary Conditions.

25. Disposal Site

25.1 All Recyclable Materials must be deposited at the Spoke Transfer Station. The Contractor shall deposit Recyclable Materials at other temporary areas designated from time-to-time as the Corporation may direct.

25.2 The Contractor shall observe the operating hours of the disposal sites as established by the Corporation from time-to-time. The Contractor, at its expense, may make arrangements with the disposal site operator to deliver recyclable materials outside established operating hours.

26. Supplementary Services by Contractor to the Public

26.1 It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

26.2 The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor’s duties in this Agreement.

27. Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

28. Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

29. Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 5.0 Remuneration of this agreement. The Contractor

shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

30. Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

31. Assignment of Contract

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days' written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the

Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

32. Monies Due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

33. Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

34. Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which

may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

35. Other Rights

The Contractor, its agents and all workmen and persons employed under its control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

36. Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

37. Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

38. Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob

violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract sufficiently to be classified, in the sole discretion of the Corporation, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the *Waste-Free Ontario Act, 2016* (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of the Contract to the extent that such alteration or change may be classified in the sole discretion of the Corporation, acting reasonably, as a “Force Majeure” event.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor’s Seal)

Phippen Waste Management Limited

Signing Authority
Name: _____
Title: _____

Witness
Name: _____
Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "C" to

By-law No. 2019-103

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the currently operated
Municipal Landfill Site

this Agreement made in triplicate this 18th day of June, 2019.

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the currently operated Municipal Landfill Site.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement.

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Aggregate** shall mean crushed rock or gravel screened to size for use in road surfaces, concrete, or bituminous mixes;
- 1.2 **Angle of Repose** shall mean the maximum acute angle that the inclined surface of a pile of loosely divided material can make with the horizontal;
- 1.3 **Asbestos Waste** shall mean solid or liquid waste that results from the removal of asbestos-containing construction or insulation materials or the manufacture of asbestos-containing products that contains asbestos in more than a trivial amount or proportion;
- 1.4 **Backfill** shall mean the material used to refill a ditch or other excavation, or the process of doing so;
- 1.5 **Bearing Capacity** shall mean the maximum load that a material can support before failing;
- 1.6 **Bucket** shall mean an open container affixed to the movable arms of a wheeled or tracked vehicle to spread solid waste and cover material, and to excavate soil (bucket loader);
- 1.7 **Bulldozer** shall mean a tracked vehicle equipped with a blade;
- 1.8 **Cell** shall mean compacted solid wastes that are enclosed by natural soil or cover material in a sanitary landfill;

- 1.9 **Cell Height** shall mean the vertical distance between the top and bottom of the compacted solid waste enclosed by natural soil or cover material in a sanitary landfill;
- 1.10 **Cell Thickness** shall mean the perpendicular distance between the cover materials placed over the last working face of two successive cells in a sanitary landfill;
- 1.11 **Clay** shall mean a fine grained soil having liquid limits and plasticity indexes that plot above the A-line on the Unified Soil Classification System plasticity chart;
- 1.12 **Compactor** shall mean a vehicle with a blade and with steel wheels that have load concentrators to provide compaction and a crushing effect;
- 1.13 **Compost** shall mean relatively stable decomposed organic material used to fertilize and condition soil;
- 1.14 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.15 **Contaminated Waste** shall mean any material from the clean-up of a spill of a commercial chemical product or petroleum product that meets specifications, is permitted within the Disposal Site;
- 1.16 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.17 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this contact;
- 1.18 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.19 **Disposal Site** means the currently operated Municipal Landfill Site;
- 1.20 **Cover Material** shall mean soil that is used to cover compacted soil waste in a sanitary landfill;
- 1.21 **Cutoff Trench** shall mean a trench that is filled with material that is impermeable or very permeable to the flow of gas or water. The barrier is used to prevent the movement of gas or water or to intercept them and to direct them to another location;
- 1.22 **Demolition Waste** see definition for Waste, Construction and Demolition;
- 1.23 **Density (Sanitary Landfill)** shall be as outlined in the following table;

Actual Refuse Density: weight of solid waste/volume of solid waste.

Apparent Refuse Density: weight of solid waste/volume of solid waste and soil.

Fill Density or Combined: weight of solid waste and soil/volume of solid waste and soil.

- 1.24 **Drainage** shall mean provisions for directing the runoff that occurs from precipitation or overload flow in such a way as to prevent contact with refuse or interference with landfill operations;
- 1.25 **Dumping** shall mean an indiscriminate method of disposing of solid waste. To indicate unloading or emptying of a container, use discharging;
- 1.26 **Effluent** shall mean the substances that flow out of a designated source;
- 1.27 **Face** see definition for Working Face;
- 1.28 **Fill** see Sanitary Landfill;
- 1.29 **Food Waste** shall mean animal and vegetable waste resulting from the handling, storage, sale, preparation, cooking, and serving of foods; commonly called garbage;
- 1.30 **Gradient** shall mean the degree of slope or a rate of change;
- 1.31 **Gravel** shall mean rock fragments from 2 mm to 64 mm (0.08" to 2.5") in diameter; gravel mixed with sand, cobbles, boulders, and containing no more than 15% of fines;
- 1.32 **Ground Water** shall mean water that occupies the voids within a geologic stratum;
- 1.33 **Ground Water Runoff** shall mean that part of the ground water which is discharged into a stream channel as spring or seepage water;
- 1.34 **Hydrology** shall mean the science dealing with the properties, distribution, and flow of water on or in the earth;
- 1.35 **Infiltration** shall mean the process whereby some precipitation flows through the surface of the ground;
- 1.36 **Lift** shall mean in a sanitary landfill, a compacted layer of solid wastes and the top layer of cover material. A lift is usually composed of several cells;
- 1.37 **Litter** shall mean wantonly discarded material;
- 1.38 **Loam** shall mean a soft easily worked soil containing sand, silt and clay;

- 1.39 **Municipal Waste** shall include:
- a. any waste, whether or not it is owned, controlled or managed by a municipality, except hazardous waste, liquid industrial waste, gaseous waste and;
 - b. solid fuel whether or not it is waste that is derived in whole or in part from the waste included in clause a.;
- 1.40 **Open Burning** shall mean uncontrolled burning of wastes in the open or in an open dump Note: Opening burning is not permitted;
- 1.41 **Recovery** shall mean the process of obtaining materials or energy resources from solid waste. Synonyms: Extraction, Reclamation, Salvaging;
- 1.42 **Runoff** shall mean that portion of precipitation or irrigation water that drains from an area as surface flow;
- 1.43 **Salvaging** shall mean the controlled removal of waste material for utilization;
- 1.44 **Sand** shall mean a coarse-grained soil, the greater portion of which passes through a No. 4 sieve, according to the Unified Soil Classification System;
- 1.45 **Sanitary Landfill** shall mean a site where solid waste is disposed of using sanitary landfilling techniques;
- 1.46 **Sanitary Landfilling** shall mean an engineered method of disposing of solid waste on land in a manner that protects the environment, by spreading the waste in thin layers, compacting it to the smallest practical volume, and covering it with compacted soil by the end of each working day or at more frequent intervals as may be necessary;
- 1.47 **Sanitary Landfilling Methods** shall include the following:
- a. **Area**: A method in which the wastes are spread and compacted on the surface of the ground and cover material is spread and compacted over them.
 - b. **Trench**: A method in which the waste is spread and compacted in a trench. The excavated soil is spread and compacted over the waste to form the basic cell structure.
- 1.48 **Scavenging** shall mean the uncontrolled removal of materials at any point in the solid waste stream;
- 1.49 **Seepage** shall mean the movement of water or gas through soil without forming definite channels;

- 1.50 **Separation** shall mean the systematic division of solid waste into designated categories;
- 1.51 **Settlement** shall mean a gradual subsidence of material;
- 1.52 **Settlement Differential** shall mean the non-uniform subsidence of material from a fixed horizontal reference plane;
- 1.53 **Slope** shall mean the deviation of a surface from the horizontal expressed as a percentage, by a ratio, or in degrees;
- 1.54 **Solid Waste** shall mean useless, unwanted, or discarded material with insufficient liquid content to be free-flowing;
- 1.55 **Solid Waste, Agricultural** shall mean the solid waste that results from the rearing and slaughtering of animals and the processing of animal products and orchard and field crops;
- 1.56 **Solid Waste, Commercial** shall mean the solid waste generated by stores, offices, and other activities that do not actually turn out a product;
- 1.57 **Solid Waste, Industrial** shall mean the solid waste that results from industrial processes and manufacturing;
- 1.58 **Solid Waste, Institutional** shall mean the solid wastes originating from educational, health care, and research facilities;
- 1.59 **Solid Waste, Municipal** shall mean residential and commercial solid waste generated within a community;
- 1.60 **Solid Waste, Pesticide** shall mean the residue resulting from the manufacturing, handling, or use of chemicals for killing plant and animal pests;
- 1.61 **Solid Waste, Residential** shall mean all solid waste that normally originates in a residential environment; sometimes called municipal solid waste;
- 1.62 **Solid Waste Management** shall mean the purposeful systematic control of the generation, storage, collection, transport, separation, processing, recycling, recovery, and disposal of solid waste;
- 1.63 **Subsoil** shall mean that part of the soil beneath the topsoil usually without an appreciable organic matter content;
- 1.64 **Toe** shall mean the bottom of the working face at a sanitary landfill;
- 1.65 **Topsoil** shall mean the topmost layer of soil; usually refers to soil that contains humus and is capable of supporting good plant growth;

- 1.66 **Topographic Map** shall mean a map indicating surface elevations and slopes;
- 1.67 **Waste, Bulky** shall mean items whose large size precludes or complicates their handling by normal collection, processing, or disposal methods;
- 1.68 **Waste, Construction and Demolition** shall mean building materials and rubble resulting from construction, remodeling, repair, and demolition operations;
- 1.69 **Waste, Hazardous** shall mean those wastes that require special handling to avoid illness or injury to persons or damage to property;
- 1.70 **Waste, Special** shall mean those wastes that require extraordinary management;
- 1.71 **Waste, Wood Pulp** shall mean wood or paper fiber residue resulting from a manufacturing process;
- 1.72 **Waste, Yard** shall mean plant clippings, prunings, and other discarded material from yards and gardens. Also known as yard rubbish;
- 1.73 **Water Table** shall mean the upper limit of the part of the soil or underlying rock material that is wholly saturated with water;
- 1.74 **Water Table, Perched** shall mean a water table, usually of limited area, maintained above the normal free-water elevation by the presence of an intervening, relatively impervious stratum;
- 1.75 **Working Face** shall mean that portion of a sanitary landfill where waste is discharged by collection trucks and is compacted prior to placement of cover material;

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December, 2024**.
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Renegotiation

The parties agree that renegotiation of this Agreement will occur in the event a new Sanitary Landfill site is opened, or if operational changes are required during the term of this Agreement.

4.0 Right to Terminate Agreement

The Parties further agree that this Agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

5.0 Termination of this Agreement

5.1 The parties agree that this Agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.

5.2 Notwithstanding 5.1 this Agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.

6.0 Remuneration

6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the Contract, including one 28 ton compactor and one Sea-Can for oil filters, paints, etc.

6.2 The Corporation shall pay to the Contractor a monthly amount of *twenty-one thousand, eight hundred and fifty dollars (\$ 21,850.00)* plus HST for the operation and maintenance of the Disposal Site.

6.3 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City is, or to be held personally liable to the Contractor under any circumstances whatever.

6.4 Before making any payments for work to be performed hereunder the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.

6.5 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items excluding

energy outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.

7.0 General Duties and Intent

The Contractor agrees to operate the Disposal Site in accordance with **Appendix 02 - Certificate of Approval (C of A) No. A570402**, attached to and forming part of this agreement. Particular attention is drawn to the following sections of the C of A:

Section(s)	Title
2	Site Operation
3	Employee Training
4	Complaints Response Procedure
5	Emergency Response
6	Record Keeping and Reporting
10	Waste Diversion
11	Leaf and Yard Waste Composting

In addition, other general duties to be completed by the Contractor under this agreement are as follows:

1. grading of landfill trenches,
2. direction of, construction of, compaction of and covering of waste cells,
3. supply of all and every kind of labour, vehicles, tools, equipment, articles and things necessary for the due execution of the work set out or referred to herein;

It is the intent of the Parties that during the currency of this Contract, the Contractor shall furnish all labour, material, equipment, articles and things necessary for proper and satisfactory disposal of all solid wastes "garbage" including municipal, commercial and industrial waste. It is understood and acknowledged by the Contractor that the City prohibits the disposal, or co-disposal of solid wastes, of hazardous waste materials, or recyclable materials at the disposal site.

8.0 Change of Law Provisions

- 8.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 8.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing

the performance of the work ("Applicable Laws") as may be amended and replaced from time to time.

- 8.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 8.4 A "Change of Law" includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
- (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.
- 8.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*
- 8.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor's responsibilities as a result of the Change in Law. Any resulting

variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

9.0 Regulations

The Contractor shall make known to himself, its agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval No. A 570402, the Environmental Protection Act (EPA), Ontario Regulation 347/90 "*General - Waste Management*" under the EPA, Ontario Regulation 232/98 "*Landfilling Sites*" under the EPA.

10.0 Groundwater Monitoring

The Landfill Operator is not responsible for any aspect of any groundwater-monitoring program with the exception of ensuring that all monitoring apparatus (i.e. wells, staff gauges, etc.) are protected and not damaged from the daily operations of the site.

11.0 Equipment / Staffing

11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder. For the purpose of this agreement, "adequate equipment" shall include at a minimum, without limiting the generality of the foregoing, one 22 ton loader, one 17 ton excavator and one plough truck.

Require the utilization of a 28 ton steel-wheeled compactor, or equivalent.

The Contractor undertakes to keep such equipment in a good state of repair. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its Appointee.

11.2 The Contractor shall be responsible for the hiring, and the compensation / benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work coveralls and applicable safety equipment when at the Disposal Site and when carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Contractor's Office

The Contractor shall maintain an office (modified Sea-Can) within easy access of the Disposal Site at all times during the currency of the Contract and such office shall be staffed such that during normal working hours. Ratepayer concerns respecting the sanitary landfill site may be received and processed by the said Contractor. All ratepayer concerns are to be recorded in duplicate on forms to be approved by the Corporation. One copy of the ratepayer concern form, duly filled out with a notation of the action taken on all concerns shall be forwarded daily to the Corporation for its records.

14.0 Standard of Performance

All work to be performed under this Contract will be supervised by and must be to the satisfaction of the Corporation or its Appointee, and be carried out in accordance with the Acts and Regulations of the Province of Ontario, and or written instructions from the Corporation.

15.0 Acceptance of Waste

- 15.1 All solid waste except tires, yard waste and metal waste will be disposed of by the trench method of sanitary landfilling, such trench method to follow the guidelines herein after set out.
- 15.2 The Contractor shall have trenches excavated in accordance with provisions outlined by the Director of Public Works. Whenever possible trenches shall be shaped in accordance with **Appendix 03 – Trench Detail (Sheet 5)**.
- 15.3 Compaction equipment will be utilized for the compaction of accepted Refuse.
- 15.4 Excavated material is to be stockpiled for later use as cover material.
- 15.5 It is anticipated that the contractor shall be required to excavate one trench per year each fall, additional trench excavations required within the one (1) year period shall be performed by the City.
- 15.6 Cells are to be filled in accordance to **Appendix 03 –Trench Detail (Sheet 5)**. The waste shall be compacted by traveling over it with the wheel loader with a minimum of four (4) passes. When refuse in a cell reaches the original ground elevation the top and faces will be covered with 150 mm (6 inches) of cover material prior to placement of refuse beyond original ground elevation.
- 15.7 The Director of Public Works shall designate the working areas and stages of construction.

16.0 Pathological Waste and Dead Animals

The Contractor shall not permit the disposal of pathological waste or dead animals.

17.0 Unacceptable Waste

The Contractor shall not accept recyclable materials, chemical wastes, any liquid waste, car bodies, recreational hulks such as ATV's, snowmobiles, motorcycles, and garden tractors or farm machinery.

18.0 Open Burning Procedures

Open burning is not permitted at the Disposal Site.

19.0 Winter Operations

19.1 The Contractor shall complete the following special procedures that are necessary in order to maintain an efficient winter operation. Prior to each winter, the contractor shall make sure that:

1. all the trenches which are needed for the winter are excavated;
2. the excavated material is placed around the trenches, and;
3. that some of this material is stockpiled in the trench bottom and covered with straw prior to freeze up.

19.2 The contractor shall clear snow from all roads within the site. Sand shall be stored at the garage to be applied to the roads as needed. Sand is to be applied on Dump Road and within the Sanitary Landfill site by the Corporation on an as need basis. The access road to the trench shall be maintained and cleared of snow by the Contractor. Where possible, a slight uphill gradient at the approach to the trenches will be maintained by the Contractor.

19.3 Stop logs and signs shall be placed by the Contractor around the trench access points to maintain a safe winter operation. When the ground thaws, the contractor shall conduct a spring clean-up.

20.0 Tipping Fees

20.1 The Contractor's attendant at the site(s) shall prepare and maintain, in safe keeping, all records the City of Temiskaming Shores requires for invoicing or general statistics, and shall be provided to the Corporation on a monthly basis.

20.2 The Contractor's attendant shall validate volumes by cubic yard and identify the type of waste being disposed of at the site(s) and impose the applicable tipping fee. Applicable tipping fees are adopted through either a By-law or Resolution of Council. The Corporation shall provide the Contractor with the most current tipping fee schedules. The Contractor shall provide the Corporation with 100 percent of the tipping fees collected at the currently operated Municipal Landfill, as well as the supporting documentation on a monthly basis.

20.3 Individuals shall have the ability to make cash payments to the Contractor's attendant. The Contractor shall complete a tipping fee ticket for all Refuse to which a fee is applicable. The Contractor shall also maintain accurate records of all refuse delivered whether a fee is applicable or not.

20.4 The Contractor shall be entitled to *seven dollars per cubic yard* (\$ 7.00/cubic yard) of the tipping fees collected for contaminated waste as compensation for additional time and labour for handling of the material. The Corporation shall calculate the amount payable to the Contractor for each month based on the records of contaminated waste deposited at the currently operated Landfill Site.

20.5 The Contractor shall be entitled to fifty-percent (50%) of the tipping fees (net reserve fund contribution) collected for large deposits of construction and demolition materials accepted at the Disposal Site over 40 cubic yards. The Corporation shall calculate the amount payable to the Contractor for each month based on the records of large deposits of construction and demolition materials at the currently operated Landfill Site.

21.0 Tipping Fee Audit

The City at its sole discretion may have an independent audit conducting with respect to tipping fees collected through the municipality's auditor.

22.0 Tipping Fee Exemptions

The intent of the shared tipping fee with the Contractor is to allow the Contractor to recover expenses incurred for landfill operations, which cannot be foreseen. However there are applicable tipping fees to which cost sharing is exempt and are as follows:

Exempted from Cost Sharing	Rationale
Residential Refuse Collection Program	The City collects residential refuse via private contractor, the cost of which is recovered under the tax levy.
Tires	The Landfill Operator applies the applicable tipping fee. Tires are directed to a stockpile and periodically removed from site by the City. Applicable fee is retained by City to offset removal costs.
Amnesty Program	As detailed herein, the City provides an Amnesty Program for residents of Temiskaming Shores. All material delivered in association with this program shall be exempt from tipping fees, with some exclusions.
Metals / Bulky Waste (surcharge fee)	The Landfill Operator is to apply a surcharge fee for items containing freon gas (i.e. not tagged by a qualified person outlining freon gas has been removed). The surcharge fee is utilized by City to retain a qualified person to remove freon

	gas.
City of Temiskaming Shores ¹ Projects	Contractors working for and depositing materials belonging to the Municipality may be exempt from tipping fees.

¹ The Contractor shall have the ability to request compensation for Corporation projects that will have an impact on the operation of the Disposal Site such as the demolition of a commercial building. Compensation in this regard would be similar to a project from a private company.

23.0 Salvage Materials

23.1 Salvageable metal waste includes steel, tin, white metals (appliances), hot water tanks, propane tanks, and all other such metals that can be reused or recycled. The Contractor shall ensure that metals delivered are segregated by the persons delivering the metals into metal drums, metal pipes, and miscellaneous metal waste for salvaging or recycling purposes.

23.2 The City shall have all rights to salvageable materials. The Contractor will be responsible for sorting and keeping it in a neat orderly fashion in an area approved by the Director of Public Works.

23.3 The City shall endeavor to dispose of all salvageable metal waste by October 31st of each year during the term of this contract.

24.0 Inspection of the Disposal Site

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the disposal site at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

25.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

26.0 Temiskaming Shores Waste

The Contractor shall accept waste generated from within the City of Temiskaming Shores. Waste generated or originating from outside the boundaries Temiskaming Shores shall not be accepted.

All requests for disposal of waste generated from outside the City of Temiskaming Shores require approval of Council for the City of Temiskaming Shores.

27.0 Cobalt Waste

The Contractor shall accept waste generated from within the Town of Cobalt. However, waste from the Town of Cobalt must be in compliance with the provisions contained herein.

28.0 Disposal Site and Hours of Operation

During the currency of this agreement, the Contractor shall:

- 28.1 keep at least one (1) person in attendance at the Disposal Site during normal hours of operation;
- 28.2 keep access gates locked at all times outside of normal hours of operation;
- 28.3 maintain signs and buildings on the Disposal Site to the satisfaction of the Director of Public Works and/or the Ministry of Environment;

The normal operating hours shall be as follows:

DAYS	HOURS
Sunday and Monday	CLOSED
Tuesday to Saturday	8:30 a.m. – 4:30 p.m.

**Open for a total of 8 hours per day.

29.0 Holidays

The Disposal Site shall be closed on Statutory Holidays. In the event a Statutory Holiday falls on a Monday, the next day (Tuesday) shall be in lieu of the Statutory Holiday and the site shall be closed. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

30.0 Access Roads and Traffic Control

- 30.1 The main access roads and on-site roads shall be maintained so that vehicles hauling waste to and on the site may travel readily on any day under all normal weather conditions.
- 30.2 Access to the site shall be limited to such times as an attendant is on duty and the site shall be restricted to use by persons authorized to deposit waste in the fill area.

30.3 The Contractor shall at all times carry on the work in a manner that will create the least possible interference with traffic entering or leaving the work site and shall at his own expense, control and direct traffic within the site by the erection of appropriate signage and safeguards for the prevention of accidents at the site.

31.0 Records

31.1 The Contractor shall maintain all established records in regards to the operation of the Disposal Site.

31.2 The Contractor shall submit all records on a monthly basis, or upon request by the Corporation for the purpose of issuing notices or invoices.

31.3 The Corporation reserves the right to modify records from time-to-time as it sees fit.

32.0 Operating Procedures

32.1 It is understood and acknowledged by the Contractor that the City may develop from time-to-time operating procedures for the safe operation and maintenance of the Disposal Site. The Contractor shall ensure that operating procedures are followed.

32.2 The Contractor shall maintain a record of operating procedures at the Disposal Site.

33.0 Lines and Grades

The Director of Public Works shall set such stakes as he/she may deem necessary to properly define the general location, alignment, elevation and grade of the work. The

Contractor shall be responsible for detail, dimensions and elevations measured from the lines, grades and elevations so established.

34.0 Diversionary Program Implementation

34.1 The Corporation during the term of this agreement will investigate or participate in various Diversionary Programs (DP). The DP's currently under consideration are described in general as follows:

Diversiory Program	Program Description
Municipal Hazardous or Special Waste (MHSW)	Stewardship Ontario launched a MHSW program in 2008 aimed at diverting more than 33,000 tonnes of MHSW from landfills.
Waste Electronic and Electrical Equipment (WEEE)	The MOE through the Ontario Electronic Stewardship Program (OES) launched Phase 1 of the WEEE program. In order to participate, OES has established manuals for the process to receive and ship WEEE materials. The Corporation has entered

	into an agreement with the OES for the collection of WEEE materials via a bin located at the Landfill Site.
Construction / Demolition Waste Policies	The Corporation intends to be more assertive with Construction & Demolition (C&D) projects. The Corporation will develop municipal policy/guidelines for C&D projects.
Re-Use Facility	A <i>Re-Use Facility</i> within Temiskaming Shores will be considered. Such a facility will permit residents to drop off or pick-up used articles and may or may not be located at the Disposal Site. In the event such a facility is established at the Disposal, the Landfill Operator would have care and control over the facility.

34.2 Both parties to this agreement recognize that these and other provincially driven Diversionary Programs may be proposed via a Stewardship Program. Under a Stewardship Program, original generators of the product (i.e. computer) contribute to a reserve that covers the full cost to recycle the product at the end of its lifecycle.

34.3 It is understood that the City of Temiskaming Shores will be taking advantage of Diversionary Programs if they are in the best interest of the municipality. It is further understood that depending on the parameters associated with the implementation of a Diversionary Program there could be an impact on this agreement.

34.4 It is mutually agreed by both parties that the implementation of a diversionary program may warrant modifications to this agreement or establishment of an additional agreement indirectly related to the operation and maintenance of the Disposal Site.

34.5 Thus, it is mutually agreed that the parties hereto shall evaluate the impacts of implementing a Diversionary Program with the objective of determining appropriate modifications to this agreement or the establishment of a separate agreement.

35.0 Amnesty Program

35.1 The Corporation has implemented an *Amnesty Program* consisting of two (2) weeks of amnesty (no tipping fees) with some restrictions at the Disposal Site.

35.2 The Amnesty Program has the following restrictions/conditions:

- Applicable to residents of Temiskaming Shores, and is not applicable for Industrial - Commercial or Institutional entities;
- Amnesty shall include no applicable Tipping Fee for brush;
- Tipping Fees remain applicable for Category 4 Items - Contaminated Waste;

- Surcharge fee of \$60 remains applicable for Metals/Bulky Waste containing Freon gas.

36.0 Consultation Meetings – Performance Measures

The Contractor and Corporation agree that the orderly maintenance and operation of the Disposal Site is a priority with both parties. Therefore, it is agreed that both parties are to meet on a regular basis, at a minimum of every three (3) months, to review operational issues as well as to review the following performance measures:

36.1 Control of Scatter Waste

Waste is contained to a small working face area and blown refuse and/or refuse not deposited in the proper location has been collected and placed into the active face of the landfill. Confirm if there is sufficient evidence to suggest a reasonable effort on the part of the contractor has been made to control Scatter Waste.

36.2 Active Working Face

The active working face is to be agreed upon and may vary from time-to-time. The Active working face should allow sufficient room for disposal and compaction equipment to operate while minimizing the amount of exposed waste. All areas not comprising the active face should contain intermediate or final cover material. The City is to ensure sufficient material is available for cover purposes.

36.3 Placement of Daily Cover

The Contractor is to apply daily cover, being a minimum of 150 mm thick clay layer applied throughout the active working face at the end of the working day. The application of 150 mm of clay would not be required if approval for an alternative cover material is approved through the Ministry of the Environment.

36.4 Monitoring of Waste Entering Landfill

The Contractor is to ensure that waste entering the Disposal Site is acceptable in accordance with the applicable Certificate of Approval and directed to the appropriate drop-off locations (i.e. working face, brush pile, scrap metal, etc.).

In instances where waste is unacceptable the material shall be refused. The Contractor should retain a record of instances when material is refused in the event the Ministry of Environment is notified of illegal disposal of waste.

36.5 Organization of Site

Signage, barriers and other such amenities are to be used to assist in directing vehicles to appropriate deposit sites. The locations for the placing of salvageable materials and specialized materials (i.e. brush) shall be reviewed to ensure such locations are appropriate.

37.0 Supplementary Service

Any supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer and the Corporation in no way guarantees the payment of any accounts for supplementary service; provided that the Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor's duties in this Agreement.

38.0 Contractor's Liability

The Contractor shall assume the defense of and indemnify and save harmless the Corporation and its officers and agents from all claims relating to labour, materials and equipment furnished for the work, and to inventions, patents or patent rights used in doing the work. The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by him or his employees or relating from the prosecution of the works, or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

39.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to The Corporation of the City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **Two Million Dollars (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement. The Contractor shall deposit with the Corporation, before commencing any work under this contract, **a certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage and expiry date for the policy, duly executed by the insuring agent.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

40.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which

may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

41.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

42.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

43.0 Assignment and Sub-contracting

The Contractor **shall not assign or sub-let the contract** or any part thereof or any benefit or interest therein, or there under, without the written consent of the Corporation. The Contractor shall be held as fully responsible to the Corporation for the acts and omissions of its sub-contractors and of persons directly or indirectly employed by it as for the acts and omissions of persons directly employed by it.

All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of Town Council, or officer of the Town is, or to be held, personally liable to the Contractor under any circumstances whatever.

44.0 Monies due the Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the Workplace Safety and Insurance Board, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any payment if circumstances arise which may indicate to it the advisability of so doing.

45.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Construction Lien Act or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

46.0 Forfeiture of Contract

If the Contractor commits any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sub-let this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or is such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the Corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty- four (24) hours' written notice from the

Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the said notice, and out of the hands of the Contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either re-let the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary equipment at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

47.0 Other Rights

The Contractor, agents and all workers and persons employed by or under his control shall use due care to ensure:

47.1 that no person is injured, and

47.2 that no property is damaged in the prosecution of work;

The Contractor shall be solely responsible for claims of damage alleged to be attributed to the Contractor, his agents and all workmen and persons employed or under his direct control.

48.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

49.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to specify by measurement the exact extent thereof, of the precise spot or spots where the

works or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

50.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen's enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen



Schedule "D" to

By-law No. 2019-103

Agreement between

The Corporation of the City of Temiskaming Shores

and

Phippen Waste Management Limited

for the Operation and Maintenance of the Municipal
Spoke Transfer Station

This Agreement made in triplicate this 18th day of June, 2019

Between:

The Corporation of the City of Temiskaming Shores
(hereinafter called the "Corporation")
Party of the First Part

And:

Phippen Waste Management Ltd.
(hereinafter call the "Contractor")
Party of the Second Part

Whereas the Corporation desires to enter into an agreement with Phippen Waste Management Limited for the operation and maintenance of the Spoke Transfer Station.

And whereas the Corporation and the Contractor have agreed to the following terms and conditions, which form part of this Agreement;

And whereas the Municipal Act, 2001, provides that a municipality may enter into an agreement for, among other things, the operation of a waste transfer site;

Now therefore the parties hereto in consideration of the mutual promises and covenants, set out herein do hereby agree one with the other as follows:

1.0 Definitions

- 1.1 **Appointee** means the Director of Public Works or the person acting as such, or any other person authorized by the Director of Public Works;
- 1.2 **Contract** means this Agreement to do the work entered into with the Corporation, and includes Bond or Security, the Specifications, the General Conditions, the Tender and other documents referred to or connected with the said agreement;
- 1.3 **Consumer Price Index or "CPI"** means the Consumer Price Index for Ontario. All items, as published by Statistics Canada or a comparable successor to such price index should be the Consumer Price Index for Ontario, All items excluding energy, be discontinued in its present form;
- 1.4 **Contractor** or a pronoun in place thereof, means the person or persons who have undertaken to carry out this Agreement;
- 1.5 **Corporation** means The Corporation of The City of Temiskaming Shores;
- 1.6 **Recyclable Material** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto;
- 1.7 **Spoke Transfer Station** means the Transfer Station located at 547 Barr Drive;
- 1.8 **Transfer Station Waste** means any Municipal Waste which the City collects directly or indirectly from residences and businesses and any waste material

collected by the City or otherwise delivered to the Transfer Station, but does not include Unacceptable Waste;

- 1.9 **Transport, Transporting or Transportation** means the handling, hauling and unloading of Waste, using the Trailers, Trucks and other equipment for the transport of the Transfer Station Waste under this Agreement;
- 1.10 **Unacceptable Waste** means any material defined in the Solid Waste Management By-law No. 2015-021, and amendments thereto.

2.0 Term

- 2.1 The Parties agree that the obligations of the Parties under this Agreement shall commence on the **1st day of January, 2020** and shall conclude on the **31st day of December 2024.**
- 2.2 It is the intention of both the Corporation and the Contactor to renew the agreement for an additional ten (10) years, or for a term mutually agreed upon by the Parties. Thus, the Corporation and the Contractor shall commence negotiations for an extended agreement at least one (1) year prior to the termination of this agreement and one (1) year prior to year ten (10). In the event a new agreement is not commenced prior to termination of this agreement, this contract will continue on a monthly basis at the applicable rates until a new contract is executed. The City will not be liable for any additional costs or damages of any kind caused to the Contractor if this agreement is terminated.

3.0 Right to Terminate Agreement

The Parties further agree that this agreement may be terminated for just cause or for such reasons and in such manner as is hereinafter set forth.

4.0 Termination of this Agreement

- 4.1 The parties agree that this agreement may be terminated upon written notice from one party to the other. The termination date shall be one (1) year subsequent to the date of written notice.
- 4.2 Notwithstanding 4.1 this agreement may be terminated in thirty (30) days upon notice for just cause or for such reasons and in such manner as may be hereinafter set forth.
- 4.3 Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract. In the event of change, alteration and/or amendment to Applicable Law, the need for Early Termination of the Contract may be necessary. Should this Early Termination of the Contract occur, both parties agree that the Contractor be paid Cost Incurred to Terminate based on

the table below. In the event that the Contractor continues to provide similar services as described within this contract, but not through an agreement with the Corporation, the below Cost Incurred to Terminate will not apply.

Contract Year	Cost Incurred to Terminate	Description of Cost Incurred
Year 1	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 2	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 3	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss
Year 4	32% of Remaining Contract	Shared Equipment and Operational Costs, Depreciation, Profit Loss

5.0 Scope of Work

This agreement shall define all of the duties, liabilities and obligations of the Corporation and the Contractor with respect to the operation of a Spoke Transfer Station to receive recyclable materials from the City of Temiskaming Shores at the Spoke Transfer Station, as well as acknowledges that the City may accept recyclable materials from other municipalities, but must be in compliance with the provisions contained herein.

6.0 Remuneration

- 6.1 The Contractor shall accept the compensation as herein provided in full payment for furnishing all necessary materials, labour, tools, equipment, supplies and other incidentals and for performing all work under the contract.
- 6.2 On a monthly basis, commencing one month after the commencement date, the Contractor shall provide the Corporation with an invoice for the fee as set forth in this Section.
- 6.3 The Corporation shall pay to the Contractor a monthly amount of *three thousand, two hundred and thirty-three dollars and thirty-one (\$3,233.31)*, plus HST for the operation and maintenance of the Spoke Transfer Station.
- 6.4 The Corporation shall pay to the Contractor a monthly amount of *four hundred and seventy-three dollars and eighty-nine cents (\$473.89)*, plus HST for the rental single stream recycling and cardboard bins.
- 6.5 The Corporation shall pay the Contractor an hourly amount of *twenty-two dollars and fifty-seven cents (\$22.57)* per hour, for each hour the Spoke Transfer Station is open to the public, as outlined in Section 7.2 of this agreement.

- 6.6 The Corporation shall pay the Contractor *one-hundred and twenty-nine dollars and seventy-five cents (\$129.75)* plus HST per tonne, to load and transport recyclable materials to the Material Recovery Facility. The price per tonne may be renegotiated if the minimum load requirement of 15 tonnes can no longer be met due to changes in the composition of recyclable materials.
- 6.7 The Contractor shall pay the Corporation a monthly facility and equipment rental fee of *one-hundred and sixty-nine dollars and twenty-three cents (\$169.23)*, plus HST for use of the Spoke Transfer Station and equipment available within the facility. The facility and equipment rental fee shall be credited from the Contractor's invoice to the Corporation on a monthly basis. The facility and equipment rental fee for each subsequent year of this Agreement, effective January 1st, shall be adjusted to account for increases in the Cost of Living for all items excluding energy. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items excluding energy), as published for the previous 12 calendar months in September of each year.
- 6.8 The Contractor will receive monthly payments less all stipulated forfeitures and deductions. All payments to the Contractor shall be made out of funds under the control of the Corporation, in its public capacity, and no member of City Council, or officer of the City, is, or to be held personally liable to the Contractor under any circumstances whatever.
- 6.9 Before making any payments for work to be performed hereunder, the Corporation may require the Contractor to satisfy the Corporation that all claims against the Contractor for labour, materials or things hired or supplied upon or for the works, have been paid or satisfied, or if any such claims are found to exist, may pay such sum and the Contractor shall repay the same within two days, or the Corporation may, at its option, withhold from the payment due sufficient amounts to satisfy the same.
- 6.10 For each subsequent year of this Agreement, effective January 1st, the Corporation shall be billed to account for increases in the Cost of Living for all items outlined in Section 6.0 of this agreement, as described herein. The increase will be equal to the percentage increase for the CPI (Consumer Price Index) for Ontario (all items), as published for the most recent 12 calendar months.

7.0 Spoke Transfer Station and Hours of Operation

- 7.1 During the term of this Agreement, the Contractor shall:
- 7.1.1 keep at least one (1) person in attendance at the disposal site during normal hours of operation;
 - 7.1.2 keep facility and gates secured and locked at all times outside of normal hours of operation;

- 7.1.3 remove and transport recyclable material from the Spoke Transfer Station to the Material Recovery Facility;
 - 7.1.4 be responsible to have the single stream recycling bin(s), the cardboard bin(s) and the yard waste bin(s) dumped on a scheduled basis;
 - 7.1.5 maintain an office at the site for the records and/or documentation to be kept;
 - 7.1.6 ensure all litter is removed from the yard by the end of each working day, as outlined in section 7.2; and
 - 7.1.7 not permit scavenging and shall record any such events immediately to the Corporation.
- 7.2 The normal operating hours shall be as follows, and subject to change upon mutual agreement of the Corporation and the Contractor.

Days	Hours
Sunday, Tuesday, Wednesday, Friday, Saturday	CLOSED
Monday and Thursday	8:00 a.m. – 12:00 noon

8.0 Holidays

The Spoke Transfer Station shall be closed on Statutory Holidays. The Contractor shall provide advance notice of closures in a manner acceptable to the Director of Public Works, which may include advertisement in a local newspaper and/or radio announcements.

9.0 Temiskaming Shores Waste

- 9.1 The Contractor shall accept recyclable materials, in accordance with **Appendix 04 - Accepted Material**, generated from within the City of Temiskaming Shores. Recyclable materials generated or originating from outside the boundaries Temiskaming Shores shall not be accepted, except by agreement with the Corporation.
- 9.2 Processing fees shall apply for the disposal of recyclable materials originating or generated outside of the City of Temiskaming Shores, and requires approval and an agreement by the Council for the City of Temiskaming Shores. This fee will be reviewed annually and is subject to change, with the written approval of the Municipality.
- 9.3 The Contractor will be responsible for maintaining an accurate record of quantities delivered to the MRF from its own private recycling collection contracts, and shall not charge the Corporation for any material collected under its private contracts. The Contractor will not charge residents or ICI sector users within the City for use of the depot facilities.

10.0 Records

- 10.1 The Contractor shall provide the City will weigh tickets on a monthly basis based on the tonnage of Waste disposed of at the Spoke Transfer Station and hauled to the Material Recovery Facility during the calendar month. The actual tonnage of Waste shall be determined by the City’s weigh scales.
- 10.2 The Contractor shall use the weigh scales at the Transfer Station where the Vehicle is loaded. The Contractor shall make reasonable efforts to ensure all pre-load weighing is completed in a timely fashion.
- 10.3 The City or its contractor(s) shall be responsible for the loading of the Trailers in accordance with all Applicable Laws and all relevant requirements of the Ministry of Transportation, including axle weight. Once the Contractor has loaded the vehicle, the Contractor shall ensure that its drivers cover or enclose their vehicle before exiting the Spoke Transfer Station. The Contractor shall also be responsible for ensuring that its drivers inspect the vehicle for any loose waste and remove and deposit any such waste at the appropriate location inside the Spoke Transfer Station. The Contractor shall be responsible to ensure that its drivers weigh out before leaving the Spoke Transfer Station. The Contractor shall be responsible for directing any overloaded Vehicle back into the Spoke Transfer Station to correct any such overloading. The Contractor shall be responsible for any consequences resulting from a driver of an overloaded vehicle not following these procedures and leaving in an overloaded condition.
- 10.4 The Contractor shall ensure that its trailers are weighed at the City’s Spoke Transfer Station.

11.0 Equipment / Staffing

- 11.1 The Contractor undertakes and agrees to maintain and utilize adequate equipment for the execution of the obligations hereunder, including fuel, licensing, insurance, etc., and shall be responsible for the hiring, and the compensation/ benefits paid to all employees with the appropriate qualifications, and supply training as mandated or required.

The Contractor shall also be required to maintain and operate the necessary number of units, with operator(s), sufficient to haul and dispose of materials at the Material Recovery Facility. Whenever any piece of equipment is down for repairs, an equivalent replacement piece shall be immediately provided for the duration of the repair period. The adequacy of the equipment hereunder shall be subject to the approval of the Corporation or its appointee.

- 11.2 The City will be responsible to maintain the following:

- Spoke Transfer Station utilities, building(s), fencing and other structural repairs
- Weigh scale

- Signage
- City-owned loader, exception of fuel costs
- Sanding the Southside of the parking lot (i.e. outside of the gates)

11.3 Should contractor supplied equipment or the baler experience a breakdown or fail to operate properly for any reason, the contractor will repair or replace the equipment. Should the baler fail to operate or require major repairs, the Corporation and the Contractor shall negotiate costs.

11.4 The Contractor shall be responsible for any damage to the City facilities, which results from his/her operations. The Contractor shall repair any such damage without delay and his/her own expense and to the complete satisfaction of the Corporation or its appointee.

12.0 Health and Safety

12.1 The Contractor shall provide all employees with neat and distinctive work overalls and applicable safety equipment while carrying out contract activities. The Contractor shall ensure that all employees maintain such apparel in a state of good repair.

12.2 The Contractor shall supply and maintain first aid items and equipment as called for under the First Aid regulations of the Workplace Safety and Insurance Act (WSIB) as may be amended.

12.3 The Occupational Health and Safety Act and/or other legislation pertaining to safety shall govern the Contractor and his employees.

13.0 Public Courtesy

The Contractor shall ensure that all employees engaged in collection services are courteous with the general public and shall direct all inquires to the Contractor’s Office.

14.0 Ratepayer Concern Report

The Contractor shall maintain a written record of all ratepayer concerns received. The report, as a minimum shall record the civic address, a phone number, a contact name and the nature of the concern and action(s) taken to resolve the concern.

The Contractor shall supply the Corporation with a copy of all ratepayer concern reports on a monthly basis.

15.0 Standard of Performance

All work to be performed under this Agreement shall be to the satisfaction of the Director of Public Works and be carried out in accordance with the applicable “By-Law(s)”.

16.0 General Duties and Intent

The contractor agrees to operate the Spoke Transfer Station in accordance with the Environmental Compliance Approval (ECA).

17.0 Regulations

The Contractor shall make known to himself, his agents and employees, and shall abide by all federal, provincial and municipal laws and regulations now or hereafter enacted in the performance of all portions of the work set out in this agreement; including, but not limited to the Certificate of Approval and the Environmental Protection Act (EPA).

18.0 Inspection of the Spoke Transfer Station

The Director of Public Works, the Medical Officer of Health, the Ministry of Environment and Climate Change and authorized representatives of these agencies may enter the Spoke Transfer Station at any time and from time-to-time to perform whatever duties or inspections they deem necessary. The Contractor shall provide access for such entry whenever requested to do so. The Contractor shall notify the Director of Public Works upon arrival of any official of the Medical Officer of Health or the Ministry of Environment.

19.0 Environmental Protection Act

Throughout the duration of this Agreement, the Contractor will be required to comply with the requirements of regulations made under the *Environmental Protection Act*, and in the event that any amendments thereto shall result in substantial changes in the terms of this Agreement, the said Agreement shall be subject to re-negotiation between the parties.

20.0 Supplementary Services by Contractor to the Public

It is understood that the Contractor, as part of its corporate profile, may be providing other services to the general public. Any such supplementary or additional service provided by the Contractor outside of the scope of this Agreement shall be the responsibility of the Contractor and the individual customer.

The Corporation in no way guarantees the payment of any accounts for supplementary services. The Contractor shall not undertake any supplementary service hereunder which may, in the discretion of the Corporation, interfere with the Contractor’s duties in this Agreement.

21.0 Insurance

Prior to the commencement of operations, the Contractor shall produce evidence satisfactory to the Corporation of The City of Temiskaming Shores that the Contractor has obtained insurance in the amount of **TWO MILLION DOLLARS (\$2,000,000.00)** from an insurance company authorized to carry on business in Canada, to cover any

liability or property damage arising out of this contract. This coverage shall be maintained in force throughout the term of this Agreement.

The Contractor shall deposit with the Corporation, before commencing any work under this contract, a **certified copy of the insurance policy** together with **Certificate of Insurance** detailing the coverage's and expiry date for the policy, duly executed by the insuring company stating that if the said policy or policies are cancelled or changed in any manner ten (10) days' written notice of such change or cancellation will be given to the Municipal Clerk of The Corporation of The City of Temiskaming Shores.

The Certificate of insurance shall name the City of Temiskaming Shores as an additional insured with respect to its interest in the operations of the Contractor with the following language:

The City of Temiskaming Shores and its affiliated entities, officers, partners, directors, employees, representatives and agents are included as Additional Insured's for Comprehensive General Liability. Such coverage is primary and non-contributing.

22.0 Indemnification of Corporation

The Contractor shall exonerate, indemnify and hold harmless the Corporation, its directors, officers, employees and agents from and against any and all Claims which may be suffered or incurred by, accrue against or be charged to or recoverable from the Corporation to the extent that such Claim is caused by Contractor's negligence or wilful misconduct when performing the Services.

The Contractor shall be responsible for any and all damages or claims for damages or injuries or accidents done to or caused by reason of the existence or location or condition of any materials, plant or chicanery used thereon or therein or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions and covenants and agrees to hold the Corporation harmless and indemnified for all such damages and claims for damages.

23.0 Compliance with the Accessibility for Ontarians with Disabilities Act, 2005

The Contractor shall ensure that all its employees, agents, volunteers, or others who provide municipal services to the public and for whom the Contractor is legally responsible receive training regarding the provision of the goods and services contemplated herein to persons with disabilities in accordance with Section 6 of Ontario Regulation 429/07 (the "Regulation") made under the Accessibility for Ontarians with Disabilities Act, 2005, as amended the "Act"). To complete the Accessible Customer Service Training – SERVE-ABILITY: Transforming Ontario's Customer Service course, refer to the following: <http://www.mcass.gov.on.ca/en/serve-ability/index.aspx>.

The Contractor in consultation with the Site Authority shall submit to the City, as required from time to time, documentation with a record of the dates on which training was completed.

The Corporation reserves the right to require the Contractor to demonstrate that its training policies meet the requirements of the Act and the Regulation.

24.0 Workplace Safety and Insurance Act

The Contractor shall at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the *Workplace Safety and Insurance Act*, and upon failure to do so, the Corporation may pay such assessment or compensation to the *Workplace Safety and Insurance Board* and shall deduct or collect such expenses under the provisions of Section 6.0 Remuneration of this agreement. The Contractor shall, at the time of entering into any contract with the Corporation, **make a Statutory Declaration** that all assessment or compensation Board have been paid, and the Corporation may, at any time during the performance or upon completion of such contract, require a further Declaration that such assessment or compensations have been paid.

25.0 Change of Law Provisions

- 25.1 The Contractor acknowledges and agrees that at all times its obligations and duties under this Contract shall be performed in accordance with all Applicable Laws.
- 25.2 For the purposes of clarity, the Contractor shall be solely responsible for complying with all federal and provincial laws, regulations, policies and procedures governing the performance of the work (“Applicable Laws”) as may be amended and replaced from time to time.
- 25.3 In addition to acting in compliance with all Applicable Laws, the Contractor shall behave in an ethical manner having regard for the condition, well-being, and fair treatment of all persons, places and things.
- 25.4 A “Change of Law” includes but is not limited to any legal change, amendment, alteration to Applicable Law including a policy, plan, directive, statute, statutory instrument, regulation or by-law through:
 - (i) A draft bill as part of any government departmental consultation paper;
 - (ii) A government bill or white paper;
 - (iii) A draft statutory instrument;
 - (iv) Any applicable judgment of a relevant court of law or administrative body that may affect the Work; or
 - (v) Any guidance, recommendations or directions provided from any ministerial authority applicable to the duties contained in the Contract.

- 25.5 If a Change of Law occurs or is about to occur, that results in a significant effect on the ability of the Contractor to perform the work as determined by the Corporation acting reasonably and/or the ability of the Corporation to authorize the performance of the work, and/or significantly alters the scope of work to be performed, then the Corporation, in its sole discretion may notify the Contractor in writing of the Change of Law and either party may notify the other to express an opinion on its likely effects, providing details of their opinion regarding:
- (i) Any necessary change in the Work;
 - (ii) Whether any changes or amendments are required to the Contract to deal with the Change of Law;
 - (iii) Whether any relief is required from the terms, conditions and obligations set out under the Contract is required prior to or after implementation of any relevant Change of Law;
 - (iv) Any loss of income that may result from the Change of Law;
 - (v) *Any estimated change in the costs of performing the work as a direct result of the Change of Law and any costs and/or expenses required or may no longer be required as a result of the Change of Law.*

25.6 In each case, full details of any proposed procedure and/or cost for implementing the resulting change in the Work shall be provided by the Corporation to the Contractor in writing in its sole discretion confirming any changes to the Contractor’s responsibilities as a result of the Change in Law. Any resulting variation to the Contract Price shall be dealt with in accordance with the Change Management Section herein.

26.0 Assignment and Sub-Contractors

The Contractor shall not assign, transfer (including a change in control), convey, sublet or otherwise dispose of this Contract or his/her right, title or interest therein, or his power to execute such Contract, to any other person, company or Municipality, without the prior written consent of the Municipality which shall not be unreasonably withheld.

The Contractor acknowledges and understands that the Municipality is subject to its statutory and regulatory obligations as they relate to waste diversion and the blue box program including but not limited to the Waste Free Ontario Act, 2016, Waste Diversion Act, 2002, and Provincial Blue Box Program Plan (BBPP). The Contractor agrees that the repeal, replacement or amendment of any applicable legislation governing the obligations and activities of the Municipality as it relates to the matters provided in this Agreement shall permit the Municipality to assign this Contract. The Contractor agrees that such assignment will become effective upon providing thirty (30) calendar days’ written notice to the Contractor and the Contractor shall accept such assignment forthwith and execute all documentation as may be required to give full effect to such assignment.

The Contractor acknowledges and agrees that it shall not be entitled to any compensation, fees or damages for any assignment due to a change in the applicable legislative and/or statutory requirements relating to the services provided under the terms of this Contract nor any change in fees charged for services provided under the Contract save and except those changes agreed in advance of the assignment negotiated under the provisions of the change management clause set in this Contract. The Contractor agrees that the Municipality shall have no liability whatsoever, howsoever incurred, for any additional costs after the assignment date save and except those costs negotiated in advance of the assignment.

27.0 Contractor as independent Contractor

The Contractor shall perform all work under this Agreement as an independent contractor. The Contractor is not and shall not be considered an employee, agent, subagent or servant of the City under this Agreement or otherwise. The Contractor's subcontractors, employees or agents are not and shall not be considered employees, agents, subagents or servants of the City under this Agreement or otherwise.

28.0 Monies due The Corporation

All monies payable to the Corporation by the Contractor under any stipulation herein, or to the *Workplace Safety and Insurance Board*, as provided hereunder, may be retained out of any monies then due or which may become due from the said Corporation to the said Contractor under this or any other contract with the Corporation, or otherwise howsoever, or may be recovered from the Contractor or his surety, in any Court of competent jurisdiction, as a debt due to the Corporation, and the Corporation shall have full power to withhold any progress payment if circumstances advise which may indicate to it the advisability of so doing and to such sum to be so retained, may be unascertained.

29.0 Liens

The parties hereto and their surety or themselves, their executors, administrators, successors and assigns and any and all other parties in any way concerned, shall fully indemnify the Corporation and all its officers, servants and employees from any and all liability or expenses by way of legal costs or otherwise in respect of any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the *Mechanic's Lien Act* or to any attachment or debt, garnishee process or otherwise. The Corporation shall not in any case be liable to any greater extent than the amount owing by it to the Contractor, his executors, administrators, successors and assigns.

30.0 Forfeiture of Contract

If the Contractor compounds with his creditors to commit any act of insolvency, or shall transfer, assign or sublet, or attempt to transfer, assign or sublet this contract, or any part thereof without the consent of the Corporation, or if at any time the work or any part thereof is, in the judgment of the Corporation, not executed or not being executed in a

sound or workmanlike manner to its satisfaction and in all respects in strict conformity with the contract, or if such work or any part thereof is not progressing continuously, and in such a manner as to ensure entire satisfaction, in the judgment of the corporation or to comply with any reasonable order he may receive from the Corporation, or if the Contractor shall persist in any course in violation of any of the provisions of this contract, then in each and every such case, after twenty-four (24) hours' written notice from the Corporation to the Contractor, the Corporation shall have the full right and power, at its discretion, without process or action at law, to take over the whole operation, or any part or parts thereof specified in the operation, or any part or parts thereof specified in the said notice, and out of the hands of the contractor and the Contractor upon receiving notice to that effect shall vacate the possession and give up said operations or the part or parts thereof specified in the said notice, peaceably to the said Corporation, which may either relent the same to any other person or persons, with or without its previously being advertised or may employ workmen and provide the necessary plant at the expense of the Contractor, or may take such other steps as it may consider necessary or advisable in order to secure the completion of the said contract to its satisfaction; and the Contractor and his surety in every case shall be liable for all damages, expenditures and extra expenditure, and for all additional cost of the work which may be incurred by reason thereof. All the powers of the said Corporation with respect to the determination of the sum or sums, or balance of money to be paid to or received from the said Contractor, and otherwise in respect of the contract, shall nevertheless continue in force.

31.0 Other Rights

The Contractor, his agents and all workmen and persons employed by him under his control shall use due care that **no person is injured** and that no property is damaged in the prosecution of the work and the Contractor shall be solely responsible for all damages to persons or property including theft, whether the property is owned by the Corporation or any of its employees.

32.0 Bribery or Corrupt Practice

Should the Contractor or any of his agents give, or offer any gratuity to, or attempt to bribe any member of the Corporation, Council, officer or servant of the Corporation, the Corporation shall be at liberty to cancel the contract forthwith.

33.0 Notice to Contractor

Any notice or communication to the Contractor shall be deemed to be well and sufficiently given and served if handed to the Contractor or any of his clerks or agents or if posted or sent by ordinary mail to his usual place of business, or to the place where the work is to be or is being carried on, or if posted to or left at his last known address; any papers so left, sent, or addressed shall be considered to be, and to have been, legally served upon the Contractor. In any written or printed notice to the Contractor in respect of general, special, or other repairs, or of any work of any nature required to be done under any of the provisions of the contract, or of any other matter, it shall not be obligatory upon the Corporation to specify minutely or in detail everything required nor to

specify by measurement the exact extent thereof, of the precise spot or spots where the work or material may be defective or faulty, or where any of the requirements of the specifications have not been observed; but a reference in such notice to the clause or clauses bearing upon the matter, and a description of the locality in general terms, and sufficiently clear, in the opinion of the Corporation, to indicate where the defect or trouble exists, shall be deemed to be, and shall be, ample notice.

34.0 Force Majeure

The City shall not be liable for any failure to perform its obligations hereunder if the non-performance is due to lightning, tempest, explosion, earthquake, acts of God, mob violence, acts of the Queen’s enemies, strike, lockout, or other labour disruption, or any catastrophic cause beyond its control.

Both Parties acknowledge that Ontario Municipalities are subject to the *Waste-Free Ontario Act, 2016* and Provincial Blue Box Program Plan (BBPP) that are outside the control of the Corporation. Repeal, replacement and/or amendment to the BBPP may change the operation of the Contract sufficiently to be classified, in the sole discretion of the Corporation, as a “Force Majeure” event. The parties hereby further acknowledge and understand that the Waste-Free Ontario Act, 2016 (WOFA) received Royal Assent in June, 2016 and enacted the *Resource Recovery and Circular Economy Act, 2016* and the *Waste Diversion Transition Act, 2016* and repealed the *Waste Diversion Act, 2002* all of which along with associated regulations, when implemented may alter and/or change the scope of work of the Contract to the extent that such alteration or change may be classified in the sole discretion of the Corporation, acting reasonably, as a “Force Majeure” event.

Remainder of Page left blank intentionally

In witness whereof the Parties hereto have hereunto set their hands and Seals.

Signed and Sealed in)
the presence of)

Contractor's Seal)

Phippen Waste Management Limited

Signing Authority

Name: _____

Title: _____

Witness

Name: _____

Title: _____

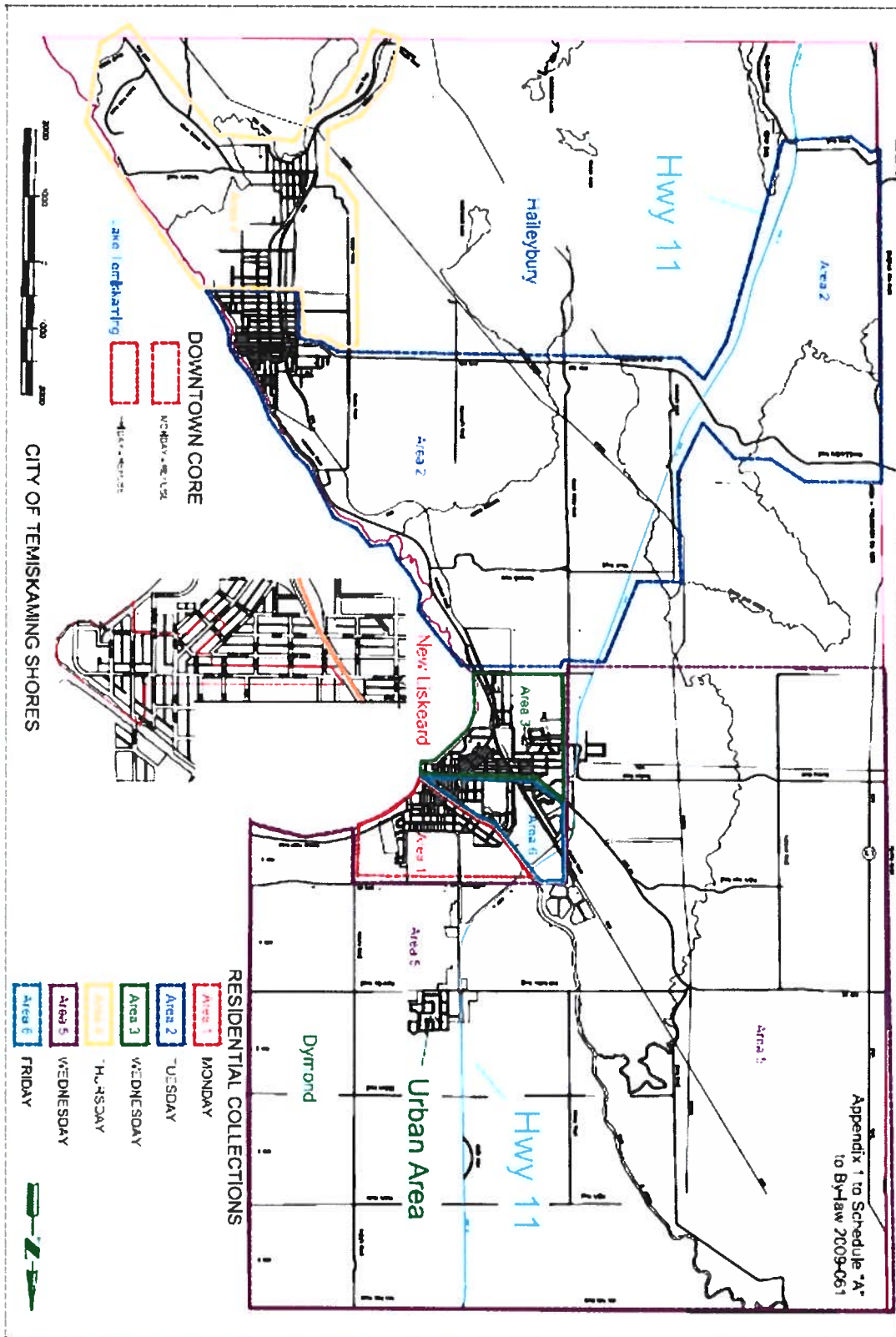
**Corporation of the City of
Temiskaming Shores**

Municipal Seal)

Mayor – Carman Kidd

Clerk – David B. Treen

Collection Schedule Map





Appendix 02 to
By-law No. 2019-103
Certificate of Approval
A570402

HANI

RECEIVED

JAN 13 2010



Ministry of the Environment
Ministère de l'Environnement

AMENDMENT TO PROVISIONAL CERTIFICATE OF
APPROVAL

WASTE DISPOSAL SITE

NUMBER A570402

Notice No. 2

Issue Date: December 18, 2009

The Corporation of the City of Temiskaming Shores
325 Farr Dr PO Box 2250
Temiskaming Shores, Ontario
POJ 1K0

Site Location: Haileybury Landfill
Lot 1, Concession 2
Haileybury Town, District of Timiskaming
POJ 1K0

You are hereby notified that I have amended Provisional Certificate of Approval No. A570402 issued on November 10, 1998 and amended on November 10, 1999 and April 27, 2009 for the use and operation of a 5.8 hectare Landfill Site within a 32.4 hectare total site area , as follows:

Conditions 1 to 27 in the Certificate dated November 10, 1998 and Condition 1 in the notice dated November 10, 1999 are hereby revoked.

For the purpose of this Certificate of Approval and the terms and conditions specified below, the following definitions apply:

"Certificate " means this entire provisional Certificate of Approval A570402 document, issued in accordance with section 39 of the EPA, and includes any notices, schedules to it, the application and the supporting documentation listed in Schedule "A";

"Director" means any *Ministry* employee appointed in writing by the Minister pursuant to section 5 of the EPA as a Director for the purposes of Part V of the EPA;

"District Manager" means the District Manager of the local district office of the *Ministry* in which the Site is geographically located;

"Drainage Act" means *Drainage Act*, R.S.O. 1990, c.D. 17, as amended;

"EPA " means *Environmental Protection Act* , R.S.O. 1990, c. E. 19, as amended;

"Fill Area" means the portion of the *Site* where waste may be disposed as delineated by the "Limit of Sanitary Landfill Fill Area" shown on Sheet 10 of Item 2 in Schedule "A" and described in Item 5 in Schedule "A";

"finished compost" means compost that meets the time, temperature and turning requirements specified in Condition 11(1)(h) and the parameters listed in Schedule "B";

"leaf and yard waste" means waste consisting of leaves, grass clippings, natural Christmas trees and other plant materials, but not tree stumps, limbs or other woody materials in excess of seven (7) centimetres in diameter;

"Ministry" means the Ontario Ministry of the Environment;

"NMA " means *Nutrient Management Act* , 2002, S.O. 2002, c. 4, as amended from time to time;

"Operator" means any person, other than the Owner's employees, authorized by the *Owner* as having the charge, management or control of any aspect of the *Site* and includes its successors or assigns;

"Owner" means any person that is responsible for the establishment or operation of the *Site* being approved by this *Certificate*, and includes The Corporation of the City of Temiskaming Shores its successors and assigns;

"OWRA " means the *Ontario Water Resources Act* , R.S.O. 1990, c. O.40, as amended;

"PA " means the *Pesticides Act* , R.S.O. 1990, c. P-11, as amended from time to time;

"Provincial Officer" means any person designated in writing by the Minister as a provincial officer pursuant to Section 5 of the *OWRA* or Section 5 of the *EPA* or Section 17 of *PA* or Section 4 of *NMA* or Section 8 of *SDWA* .

"Regional Director " means the Regional Director of the local Regional Office of the *Ministry* in which the *Site* is located.

"Regulation 347 " or "Reg. 347 " means Regulation 347, R.R.O. 1990, made under the *EPA*, as amended;

"rejected compost" means waste that has gone through the composting process but did not meet the time, temperature or turning requirements specified in Condition 11 (1) (h) or exceeds the parameters listed in Schedule "B". Rejected compost is considered a waste and must be handled and disposed in accordance with Ontario Regulation 347.

"SDWA" means *Safe Drinking Water Act*, 2002, S.O. 2002, c. 32, as amended from time to time;

"Site " means the 32.4 hectare landfill site including the *Fill Area* and buffer zone on Lot 1, Concession 2 in the Town of Haileybury, District of Timiskaming as shown on the Plan of Survey, Sheet No. 2 of Item 2 in Schedule "A";

"*Trained personnel*" means knowledgeable in the following through instruction and/or practice:

- a. relevant waste management legislation, regulations and guidelines;
- b. major environmental concerns pertaining to the waste to be handled;
- c. occupational health and safety concerns pertaining to the processes and wastes to be handled;
- d. management procedures including the use and operation of equipment for the processes and wastes to be handled;
- e. emergency response procedures;
- f. specific written procedures for the control of nuisance conditions;
- g. specific written procedures for refusal of unacceptable waste loads; and
- h. the requirements of this *Certificate*; and

"*unfinished compost*" means waste that has gone through all but the final curing stage of the composting process.

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

TERMS AND CONDITIONS

1. GENERAL

Compliance

- (1) The *Owner* and *Operator* shall ensure compliance with all the conditions of this *Certificate* and shall ensure that any person authorized to carry out work on or operate any aspect of the *Site* is notified of this *Certificate* and the conditions herein and shall take all reasonable measures to ensure any such person complies with the same.
- (2) Any person authorized to carry out work on or operate any aspect of the *Site* shall comply with the conditions of this *Certificate* .

In Accordance

- (3) Except as otherwise provided by this *Certificate*, the *Site* shall be designed, developed, built, operated and maintained in accordance with the documentation listed in the attached Schedule "A".

Interpretation

- (4) Where there is a conflict between a provision of any document listed in Schedule "A" in this *Certificate*, and the conditions of this *Certificate*, the conditions in this *Certificate* shall take precedence.
- (5) Where there is a conflict between the application and a provision in any document listed in Schedule "A", the application shall take precedence, unless it is clear that the purpose of the document was to amend the application and that the *Ministry* approved the amendment.
- (6) Where there is a conflict between any two documents listed in Schedule "A", the document bearing the most recent date shall take precedence.
- (7) The conditions of this *Certificate* are severable. If any condition of this *Certificate*, or the application of any condition of this *Certificate* to any circumstance, is held invalid or unenforceable, the application of such condition to other circumstances and the remainder of this *Certificate* shall not be affected thereby.

Other Legal Obligations

- (8) The issuance of, and compliance with, this *Certificate* does not:
 - (a) relieve any person of any obligation to comply with any provision of any applicable statute, regulation or other legal requirement; or
 - (b) limit in any way the authority of the *Ministry* to require certain steps be taken or to require the *Owner* and *Operator* to furnish any further information related to compliance with this *Certificate* .

Adverse Effect

- (9) The *Owner* and *Operator* shall take steps to minimize and ameliorate any adverse effect on the natural environment or impairment of water quality resulting from the *Site*, including such accelerated or additional monitoring as may be necessary to determine the nature and extent of the effect or impairment.
- (10) Despite an *Owner*, *Operator* or any other person fulfilling any obligations imposed by this *Certificate* the person remains responsible for any contravention of any other condition of this *Certificate* or any applicable statute, regulation, or other legal requirement resulting from any act or omission that caused the adverse effect to the natural environment or impairment of water quality.

Change of Ownership

- (11) The *Owner* shall notify the *Director*, in writing, and forward a copy of the notification to the *District Manager*, within 30 days of the occurrence of any changes in the following information:
 - (a) the ownership of the *Site*;

- (b) the *Operator* of the *Site*;
 - (c) the address of the *Owner or Operator*; and
 - (d) the partners, where the *Owner or Operator* is or at any time becomes a partnership and a copy of the most recent declaration filed under the *Business Names Act* , R. S. O. 1990, c. B.17, shall be included in the notification.
- (12) No portion of this *Site* shall be transferred or encumbered prior to or after closing of the *Site* unless the *Director* is notified in advance and sufficient financial assurance is deposited with the *Ministry* to ensure that these conditions will be carried out.
- (13) In the event of any change in *Ownership* of the works, other than change to a successor Owner, the *Owner* shall notify the successor of and provide the successor with a copy of this *Certificate*, and the *Owner* shall provide a copy of the notification to the *District Manager* and the *Director*.

Certificate of Requirement/Registration on Title -Site

- (14) The *Owner* shall:
- (a) Within sixty (60) days of the date of the issuance of this *Certificate*, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the *Site*; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the *Site* and submit to the *Director* the duplicate registered copy immediately following registration.
- (15) Pursuant to Section 197 of the Environmental Protection Act, neither the *Owner* nor any person having an interest in the *Site* shall deal with the *Site* in any way without first giving a copy of this *Certificate* to each person acquiring an interest in the *Site* as a result of the dealing.

Certificate of Requirement/Registration on Title - Contaminant Attenuation Zone

- (16) The *Owner* shall:
- (a) Within 60 days of the date of the acquiring the ground water easement to the proposed contaminant attenuation zone and buffer lands, submit to the *Director* for review, two copies of a completed Certificate of Requirement with a registerable description of the Contaminant Attenuation Zone; and
 - (b) Within 10 calendar days of receiving the Certificate of Requirement authorized by the *Director*, register the Certificate of Requirement in the appropriate Land Registry Office on title to the Contaminant Attenuation Zone and submit to the

Director the duplicate registered copy immediately following registration.

Inspections by the Ministry

- (17) No person shall hinder or obstruct a *Provincial Officer* from carrying out any and all inspections authorized by the *OWRA*, the *EPA*, the *PA*, the *SDWA* or the *NMA*, of any place to which this *Certificate* relates, and without limiting the foregoing:
- (a) to enter upon the premises where the approved works are located, or the location where the records required by the conditions of this *Certificate* are kept;
 - (b) to have access to, inspect, and copy any records required to be kept by the conditions of this *Certificate*;
 - (c) to inspect the *Site*, related equipment and appurtenances;
 - (d) to inspect the practices, procedures, or operations required by the conditions of this *Certificate*; and
 - (e) to sample and monitor for the purposes of assessing compliance with the terms and conditions of this *Certificate* or the *EPA*, the *OWRA*, the *PA*, the *SDWA* or the *NMA*.

Information and Record Retention

- (18) Any information requested, by the *Ministry*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request, in a timely manner. Records shall be retained for *contaminating life span* of the *Site* except for as otherwise authorized in writing by the *Director*.
- (19) The receipt of any information by the *Ministry* or the failure of the *Ministry* to prosecute any person or to require any person to take any action, under this *Certificate* or under any statute, regulation or other legal requirement, in relation to the information, shall not be construed as:
- (a) an approval, waiver, or justification by the *Ministry* of any act or omission of any person that contravenes any term or condition of this *Certificate* or any statute, regulation or other legal requirement; or
 - (b) acceptance by the *Ministry* of the information's completeness or accuracy.
- (20) The *Owner* shall ensure that a copy of this *Certificate*, in its entirety and including all its Notices of Amendment, and documentation listed in Schedule "A", are retained at the *Site* at all times.

2. SITE OPERATION

Operation

- (1) The *Site* shall be operated and maintained at all time including management and disposal of all waste in accordance with the *EPA*, *Regulation 347*, and the conditions of this

Certificate. At no time shall the discharge of a contaminant that causes or is likely to cause an adverse effect be permitted

Signs

- (2) A sign shall be installed and maintained at the main entrance/exit to the *Site* on which is legibly displayed the following information:
 - (a) the name of the *Site* and *Owner*;
 - (b) the number of the *Certificate*;
 - (c) the name of the *Operator*;
 - (d) the normal hours of operation;
 - (e) the allowable and prohibited waste types;
 - (f) the telephone number to which complaints may be directed;
 - (g) a warning against unauthorized access;
 - (h) a twenty-four (24) hour emergency telephone number (if different from above);
and
 - (i) a warning against dumping outside the *Site*.
- (3) The *Owner* shall install and maintain signs to direct vehicles to working face and any other recycling and composting areas including, but not limited to, used tires, waste metal, composting and used oil.
- (4) The *Owner* shall provide signs at all of the recycling and composting locations informing users what materials are acceptable and directing users to appropriate storage area.

Vermin, Vectors, Dust, Litter, Odour, Noise and Traffic

- (5) The *Site* shall be operated and maintained such that the vermin, vectors, dust, litter, odour, noise and traffic do not create a nuisance.

Burning Waste Prohibited

- (6) (a) Burning of waste at the *Site* is prohibited.

Site Access

- (7) Waste shall only be accepted during the following time periods:
Tuesday to Saturday - 8:30 a.m. to 4:30 p.m.
- (8) On-site equipment used for daily site preparation and closing activities may be operated one (1) hour before and one (1) hour after the hours of operation approved by this *Certificate*.
- (9) With the prior written approval from the *District Manager*, the time periods may be extended to accommodate seasonal or unusual quantities of waste.

Site Security

- (10) No waste shall be received, landfilled or removed from the *Site* unless a site supervisor or attendant is present and supervises the operations during operating hours. The *Site* shall be closed when a site attendant is not present to supervise landfilling operations.
- (11) The *Site* shall be operated and maintained in a safe and secure manner. During non-operating hours, the *Site* entrance and exit gates shall be locked and the *Site* shall be secured against access by unauthorized persons.

3. EMPLOYEE TRAINING

- (1) A training plan for all employees that operate any aspect of the *Site* shall be developed and implemented by the *Operator*. Only *Trained Personnel* shall operate any aspect of the *Site* or carry out any activity required under this *Certificate*.

4. COMPLAINTS RESPONSE PROCEDURE

- (1) If at any time the *Owner* receives complaints regarding the operation of the *Site*, the *Owner* shall respond to these complaints according to the following procedure:
 - (a) The *Owner* shall record and number each complaint, either electronically or in a log book, and shall include the following information: the nature of the complaint, the name, address and the telephone number of the complainant if the complainant will provide this information and the time and date of the complaint;
 - (b) The *Owner*, upon notification of the complaint, shall initiate appropriate steps to determine all possible causes of the complaint, proceed to take the necessary actions to eliminate the cause of the complaint and forward a formal reply to the complainant; and
 - (c) The *Owner* shall complete and retain on-site a report written within one (1) week of the complaint date, listing the actions taken to resolve the complaint and any recommendations for remedial measures, and managerial or operational changes to reasonably avoid the recurrence of similar incidents.

5. EMERGENCY RESPONSE

- (1) Any spills, fires or other emergency situations shall be forthwith reported directly to the *Ministry's* Spills Action Centre (1-800-268-6060) and shall be cleaned up immediately.
- (2) In addition, the *Owner* shall submit, to the *District Manager* a written report within three (3) business days of the emergency situation, outlining the nature of the incident, remedial measures taken, handling of waste generated as a result of the emergency situation and the measures taken to prevent future occurrences at the *Site*.

- (3) All wastes resulting from an emergency situation shall be managed and disposed of in accordance with *O.Reg. 347*.
- (4) All equipment and materials required to handle the emergency situations shall be:
 - (a) kept on hand at all times that waste landfilling and/or handling is undertaken at the *Site*; and
 - (b) adequately maintained and kept in good repair.
- (5) The *Owner* shall ensure that the emergency response personnel are familiar with the use of such equipment and its location(s).

6. RECORD KEEPING AND REPORTING

Daily Log Book

- (1) A daily log shall be maintained in written format and shall include the following information:
 - (a) the type, date and time of arrival, hauler, and quantity (tonnes) of all industrial and commercial waste and cover material received at the *Site*;
 - (b) the area of the *Site* in which waste disposal operations are taking place;
 - (c) a record of litter collection activities and the application of any dust suppressants;
 - (d) a record of the daily inspections; and
 - (e) a description of any out-of-service period of any control, treatment, disposal or monitoring facilities, the reasons for the loss of service, and action taken to restore and maintain service.
- (2) Any information requested, by the *Director* or a *Provincial Officer*, concerning the *Site* and its operation under this *Certificate*, including but not limited to any records required to be kept by this *Certificate* shall be provided to the *Ministry*, upon request.

Daily Inspections and Log Book

- (3) An inspection of the entire *Site* and all equipment on the *Site* shall be conducted each day the *Site* is in operation to ensure that: the *Site* is secure; that the operation of the *Site* is not causing any nuisances; that the operation of the *Site* is not causing any adverse effects on the environment and that the *Site* is being operated in compliance with this *Certificate*. Any deficiencies discovered as a result of the inspection shall be remedied immediately, including temporarily ceasing operations at the *Site* if needed.
- (4) A record of the inspections shall be kept in a daily log book that includes:
 - (a) the name and signature of person that conducted the inspection;
 - (b) the date and time of the inspection;
 - (c) the list of any deficiencies discovered;
 - (d) the recommendations for remedial action; and
 - (e) the date, time and description of actions taken.

- (5) A record shall be kept in the daily log book of all refusals of waste shipments, the reason(s) for refusal, and the origin of the waste, if known.

Annual Report

- (6) A written report on the development, operation and monitoring of the *Site*, shall be completed annually (the "Annual Report"). The Annual Report shall be submitted to the *District Manager*, by April 30th of the year following the period being reported upon.
- (7) The Annual Report shall include the following:
- (a) the results and an interpretive analysis of the results of all leachate, groundwater surface water and landfill gas monitoring, including an assessment of the need to amend the monitoring programs;
 - (b) an assessment of the operation and performance of all engineered facilities, the need to amend the design or operation of the *Site*, and the adequacy of and need to implement the contingency plans;
 - (c) site plans showing the existing contours of the *Site*; areas of landfilling operation during the reporting period; areas of intended operation during the next reporting period; areas of excavation during the reporting period; the progress of final cover, vegetative cover, and any intermediate cover application; previously existing site facilities; facilities installed during the reporting period; and site preparations and facilities planned for installation during the next reporting period;
 - (d) calculations of the volume of waste, daily and intermediate cover, and final cover deposited or placed at the *Site* during the reporting period and a calculation of the total volume of *Site* capacity used during the reporting period;
 - (e) a calculation of the remaining capacity of the *Site* and an estimate of the remaining *Site* life;
 - (f) a summary of the weekly, maximum daily and total annual quantity (tonnes) of waste received at the *Site*;
 - (g) a summary of any complaints received and the responses made;
 - (h) a discussion of any operational problems encountered at the *Site* and corrective action taken;
 - (i) any changes to the Design and Operations Report and the Closure Plan that have been approved by the *Director* since the last *Annual Report*;
 - (j) a report on the status of all monitoring wells and a statement as to compliance with *Ontario Regulation 903*;
 - (k) any other information with respect to the *Site* which the *Regional Director* may require from time to time; and
 - (l) a summary and analysis of all hydraulic and geochemical monitoring results.

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

Compliance Limits

- (2) The *Site* shall be operated in such a way as to ensure compliance with the following:
 - (a) Reasonable Use Guideline B-7 for the protection of the groundwater at the *Site*; and
 - (b) Provincial Water Quality Objectives included in the July 1994 publication entitled *Water Management Policies, Guidelines, Provincial Water Quality Objectives*, as amended from time to time or limits set by the *Regional Director*, for the protection of the surface water at and off the *Site*.

Surface Water and Ground Water

- (3) The *Owner* shall monitor surface water and groundwater as per documents in the Schedule "A".
- (4) A certified Professional Geoscientist or Engineer possessing appropriate hydrogeologic training and experience shall execute or directly supervise the execution of the groundwater monitoring and reporting program.

Groundwater Wells and Monitors

- (5) The *Owner* shall ensure that all groundwater monitoring wells which form part of the monitoring program are properly capped, secured and protected from damage.
- (6) Where landfilling is to proceed around monitoring wells, suitable extensions shall be added to the wells and the wells shall be properly re-secured.
- (7) Any groundwater monitoring well included in the on-going monitoring program that are damaged shall be assessed, repaired, replaced or decommissioned by the *Owner*, as required.
 - (a) The *Owner* shall repair or replace any monitoring well which is destroyed or in any way made to be inoperable for sampling such that no more than one regular sampling event is missed.
 - (b) All monitoring wells which are no longer required as part of the groundwater monitoring program, and have been approved by the *District Manager* for abandonment, shall be decommissioned by the *Owner*, as required, in accordance with *O.Reg. 903*, that will prevent contamination through the abandoned well. A report on the decommissioning of the well shall be included in the Annual Report for the period during which the well was decommissioned.

Trigger Mechanisms and Contingency Plans

- (8)
 - (a) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* , for approval, and copies to the *District Manager* , details of a trigger mechanisms plan for surface water and groundwater quality monitoring for the purpose of initiating investigative activities into the cause of increased contaminant concentrations at the Contaminant Attenuation Zone (CAZ) limit.
 - (b) Within one (1) year from the date of this *Certificate* , the *Owner* shall submit to the *Director* for approval, and copies to the *District Manager* , details of a contingency plan to be implemented in the event that the surface water or groundwater quality exceeds the a trigger mechanism at the CAZ limit.
- (9) In the event of a confirmed exceedence of a site-specific trigger level relating to leachate mounding or groundwater or surface water impacts due to leachate, the *Owner* shall immediately notify the *District Manager*, and an investigation into the cause and the need for implementation of remedial or contingency actions shall be carried out by the *Owner* in accordance with the approved trigger mechanisms and associated contingency plans.
- (10) If monitoring results, investigative activities and/or trigger mechanisms indicate the need to implement contingency measures, the *Owner* shall ensure that the following steps are taken:
 - (a) The *Owner* shall notify the *District Manager*, in writing of the need to implement contingency measures, no later than 30 days after confirmation of the exceedences;
 - (b) Detailed plans, specifications and descriptions for the design, operation and maintenance of the contingency measures shall be prepared and submitted by the *Owner* to the *District Manager* for approval; and
 - (c) The contingency measures shall be implemented by the *Owner* upon approval by the *District Manager* .
- (11) The *Owner* shall ensure that any proposed changes to the site-specific trigger levels for leachate impacts to the surface water or groundwater, are approved in advance by the *Director* via an amendment to this *Certificate*.

Changes to the Monitoring Plan

- (12) The *Owner* may request to make changes to the monitoring program(s) to the *District Manager* in accordance with the recommendations of the annual report. The *Owner* shall make clear reference to the proposed changes in separate letter that shall accompany the annual report.
- (13) Within fourteen (14) days of receiving the written correspondence from the *District Manager* confirming that the *District Manager* is in agreement with the proposed changes

7. LANDFILL DESIGN AND DEVELOPMENT

Approved Waste Types

- (1) Only solid non-hazardous municipal waste as defined under *Reg. 347* shall be accepted at the *Site* for landfilling.
- (2) The *Owner* shall develop and implement a program to inspect waste to ensure that the waste received at the *Site* is of a type approved for acceptance under this *Certificate*.
- (3) The *Owner* shall ensure that all loads of waste are properly inspected by *Trained personnel* prior to acceptance at the *Site* and that the waste vehicles are directed to the appropriate areas for disposal or transfer of the waste. The *Owner* shall notify the *District Manager*, in writing, of load rejections at the *Site* within one (1) business day from their occurrence.

Capacity

- (4) Waste disposal shall be limited to the *Fill Area*.
- (5)
 - (a) Waste may only be placed above ground level to the final contour elevations shown on Sheet No. 10 of Item 2 of Schedule "A";
 - (b) Waste may only be placed below ground level in trenches as shown in trenches on Sheet No. 4 of Item 2 of Schedule "A" and to depths of approximately 3 meters below ground level but not exceeding 3.66 meters;
 - (c) Approved maximum volumetric capacity of the *Site*, consisting of the waste, daily cover and intermediate cover, but excluding the final cover is 470,000 cubic metres.
- (6) There shall be no further final disposal of Waste in the Bulk Material Storage Area shown on Sheet No. 10 of Item 2 of Schedule "A".

Service Area

- (7) Only waste that is generated within the boundaries of the City of Temiskaming Shores and the Town of Cobalt may be accepted at the *Site*.

Cover

- (8) Alternative materials to soil may be used as weekly and interim cover material, based on an application with supporting information and applicable fee for a trial use or permanent use, submitted by the *Owner* to the *Director*, copied to the *District Manager* and as approved by the *Director* via an amendment to this *Certificate*. The alternative material shall be non-hazardous according to *Reg. 347* and will be expected to perform at least as well as soil in relation to the following functions:

- (a) Control of blowing litter, odours, dust, landfill gas, gulls, vectors, vermin and fires;
 - (b) Provision for an aesthetic condition of the landfill during the active life of the *Site*;
 - (c) Provision for vehicle access to the active tipping face; and
 - (d) Compatibility with the design of the *Site* for groundwater protection, leachate management and landfill gas management.
- (9) Cover material shall be applied as follows:
- (a) Daily Cover - Weather permitting, deposited waste should be covered at the end of each working day in a manner acceptable to the *District Manager* so that no waste is exposed to the atmosphere;
 - (b) Intermediate Cover - In areas where landfilling has been temporarily discontinued for six (6) months or more, a minimum thickness of 300 millimetre of soil cover or an approved thickness of alternative cover material shall be placed; and
 - (c) Final Cover - In areas where landfilling has been completed to final contours, a minimum 600 millimetre thick layer of soil of medium permeability and 150 millimetres of top soil (vegetative cover) shall be placed. Fill areas shall be progressively completed and rehabilitated as landfill development reaches final contours.

Stormwater Management Works Approvals

- (10) This *Certificate* does not provide an approval for any works subject to approval under the *OWRA*, *Drainage Act*, or any other legislation that may be applicable.
- (11) The *Owner* shall complete the construction of the swale ditches, the sedimentation ponds, and the diversion ditch as outlined in Section 3.2 of Item 3 of Schedule "A" within twelve (12) months from the date of this *Certificate*.
- (12) Within six (6) months of the date of this *Certificate*, the *Owner* shall submit to the *Director* an application for approval under the *OWRA* of the on-site stormwater management works. The *Owner* shall fulfil the requirement under the *Drainage Act*, or any other legislation that may be applicable.

8. LANDFILL MONITORING

Landfill Gas

- (1) The *Owner* shall ensure that any buildings or structures at the *Site* contain adequate ventilation systems to relieve any possible landfill gas accumulation. Routine monitoring for explosive methane gas levels shall be conducted in all buildings or structures at the *Site*, especially enclosed structures which at times are occupied by people.

to the environmental monitoring program, the *Owner* shall forward a letter identifying the proposed changes and a copy of the correspondences from the *District Manager* and all other correspondences and responses related to the changes to the monitoring program, to the *Director* requesting the *Certificate* be amended to approve the proposed changes to the environmental monitoring plan prior to implementation.

- (14) In the event any other changes to the environmental monitoring program are proposed outside of the recommendation of the annual report, the *Owner* shall follow current ministry procedures for seeking approval for amending the *Certificate*.

Contaminant Attenuation Zone

- (15) The proposed Contaminant Attenuation Zone of 28 hectares is hereby approved.
- (16) Within one (1) year from the date of this *Certificate*, the *Owner* shall complete acquiring the ground water easement (property rights) to the proposed contaminant attenuation zone.
- (17) The *Owner* must continue to own the property rights to the Contaminant Attenuation Zone for all of the contaminating life span of the *Site*.
- (18) The ownership of the property rights must include the right to:
- (a) discharge contaminants from the operations at the *Site* into the Contaminant Attenuation Zone;
 - (b) enter into the Contaminant Attenuation Zone and onto the surface above the Contaminant Attenuation Zone for purposes of testing, monitoring, intercepting contaminants and carrying out remedial work;
 - (c) install, operate and maintain works, for the purposes mentioned in clause (b), in the Contaminant Attenuation Zone, including on the surface above the Contaminant Attenuation Zone; and
 - (d) prevent the owner(s) of the land(s) in which the Contaminant Attenuation Zone is located from paving, erecting a structure or making any use of land(s) above or in the vicinity of the contaminant attenuation zone that would interfere with the functioning of the Contaminant Attenuation Zone or with the exercise of any of the rights mentioned in this subsection.
- (19) The *Owner* shall notify the *Director* in writing within thirty (30) days after any change in his, her or its ownership of the property rights in the Contaminant Attenuation Zone.
- (20) The *Owner* shall ensure that the written easement agreement, specified in Condition 8 (16) includes an agreement of the property owner(s) of the land(s) required for the Contaminant Attenuation Zone, to register a Certificate of Requirement on title to the land(s) to be used as the Contaminant Attenuation Zone.

9. CLOSURE PLAN

- (1) At least 3 years prior to the anticipated date of closure of this *Site*, the *Owner* shall submit to the *Director* for approval, with copies to the *District Manager*, a detailed *Site* closure plan pertaining to the termination of landfilling operations at this *Site*, post-closure inspection, maintenance and monitoring, and end use. The plan shall include the following:
 - (a) a plan showing *Site* appearance after closure;
 - (b) a description of the proposed end use of the *Site*;
 - (c) a descriptions of the procedures for closure of the *Site*, including:
 - (i) advance notification of the public of the landfill closure;
 - (ii) posting of a sign at the *Site* entrance indicating the landfill is closed and identifying any alternative waste disposal arrangements;
 - (iii) completion, inspection and maintenance of the final cover and landscaping;
 - (iv) *Site* security;
 - (v) removal of unnecessary landfill-related structures, buildings and facilities;
 - (vi) final construction of any control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas; and
 - (vii) a schedule indicating the time-period for implementing sub-conditions (i) to (vi) above;
 - (d) descriptions of the procedures for post-closure care of the *Site*, including:
 - (i) operation, inspection and maintenance of the control, treatment, disposal and monitoring facilities for leachate, groundwater, surface water and landfill gas;
 - (ii) record keeping and reporting; and
 - (iii) complaint contact and response procedures;
 - (e) an assessment of the adequacy of and need to implement the contingency plans for leachate and methane gas; and
 - (f) an updated estimate of the contaminating life span of the *Site*, based on the results of the monitoring programs to date.
- (2) The *Site* shall be closed in accordance with the closure plan as approved by the *Director*.

10. WASTE DIVERSION

- (1) The *Owner* shall ensure that:
 - (a) all bins and waste storage areas are clearly labelled;
 - (b) all lids or doors on bins shall be kept closed during non-operating hours and during the high wind events; and
 - (c) if necessary to prevent litter, waste storage areas shall be covered during the high winds events.

- (2) The *Owner* shall provide a segregated area for the storage of *Refrigerant Appliances* so that the following are ensured:
- (a) all *Refrigerant Appliances* have been tagged to indicate that the refrigerant has been removed by a licensed technician. The tag number shall be recorded in the log book and shall remain affixed to the appliance until transferred from the *Site*;
or
 - (b) all *Refrigerant Appliances* accepted at the *Site*, which have not been tagged by a licensed technician to verify that the equipment no longer contains refrigerants, are stored segregated, in a clearly marked area, in an upright position and in a manner which allows for the safe handling and transfer from the *Site* for removal of refrigerants as required by O.Reg. 189; and
 - (c) all *Refrigerant Appliances* received on-site shall either have the refrigerant removed prior to being transferred from the *Site* or shall be shipped off-site only to facilities where the refrigerants can be removed by a licensed technician in accordance with O.Reg. 189.
- (3) Propane cylinders shall be stored in a segregated area in a manner which prevents cylinders from being knocked over or cylinder valves from breaking.
- (4) The *Owner* shall transfer waste and recyclable materials from the *Site* as follows:
- (a) recyclable materials shall be transferred off-site once their storage bins are full;
 - (b) scrap metal shall be transferred off-site at least twice a year;
 - (c) tires shall be transferred off-site as soon as a load for the contractor hired by the *Owner* has accumulated or as soon as the accumulated volume exceeds the storage capacity of its bunker; and
 - (d) immediately, in the event that waste is creating an odour or vector problem.
- (5) The *Owner* shall notify the appropriate contractors that waste and recyclable wastes that are to be transferred off-site are ready for removal. Appropriate notice time, as determined by the contract shall be accommodated in the notification procedure.

11. LEAF AND YARD WASTE COMPOSTING

On site *Leaf and Yard Waste* Composting shall be carried out subject to the following conditions:

- (1) The *Owner* shall ensure that composting is conducted in accordance with the "Interim Guidelines for the Production and Use of Aerobic Compost in Ontario" dated November 1991 or its latest amendment, and with the requirements as listed below:
- (a) waste accepted for composting shall be limited to leaf and yard waste. Leaf and yard waste received at the *Site* shall not exceed the maximum concentrations for metals listed in Schedule "B";
 - (b) no more than 2000 tonnes of leaf and yard waste, unfinished compost and finished

compost shall be stored on Site at any one time;

- (c) all activities associated with the composting operation shall take place on the designated pad constructed of wood chips;
 - (d) waste shall be incorporated into windrows within four (4) days of receipt. Finished compost shall be stored on Site for a maximum of twelve (12) months after the curing phase is complete;
 - (f) windrows shall be arranged in a manner which allows equipment access for efficient turning of windrows and to allow access for emergency vehicles;
 - (g) windrows shall be constructed at bulk densities and heights which promote aerobic conditions;
 - (h) all waste being composted shall be held at a temperature of at least 55 °C for a minimum of fifteen (15) cumulative days to ensure proper bacteria growth and pathogen inactivation. During this period, the temperature of the waste being composted shall be monitored and recorded on each day that the Site is in operation, and the windrows shall be turned a minimum of five (5) times. During the remainder of the composting process, the temperature shall be monitored and recorded on a weekly basis at a minimum; and
 - (i) compost shall be cured for a minimum of six (6) months.
- (2) (a) For the first two (2) years of operation, a representative composite sample of compost that has completed the curing phase shall be taken at least once per year and analyzed for the parameters listed in Schedule "B".
 - (b) After two (2) years of operation, the sampling schedule may be adjusted with the prior written consent of the District Manager.
- (3) (a) *Finished compost* may be released from the *Site* for unrestricted use.
 - (b) *Rejected compost* which meets the parameters listed in Schedule "B", but does not meet the requirements of Condition 10 (1), may be returned to the composting process as waste for re-processing.
 - (c) *Rejected compost*, which does not meet the parameters listed in Schedule "B" shall be disposed of as waste or as daily cover.

Following items are added to the Schedule "A"

SCHEDULE "A"

8. Report titled "City of Temiskaming Shores, Application to amend Provincial Certificate of Approval Waste Disposal Site No. A570402, Appendices" dated June 2008.
9. Letter dated June 10, 2008 from Maria Story, P.Eng., Story Environmental Services, to Mr. Tesfaye Gebrezghi, P.Eng., Ministry of the Environment, Environmental Assessment and Approvals Branch.
10. Letter dated October 30, 2009 addressed to Larry McCormack, Senior Environmental Officer, Ministry of the Environment from Maria Story, P.Eng., Story Environmental Services RE: Corporation of the City of Temiskaming Shores Haileybury Landfill Site No. A570402- Recommendation Regarding Ongoing Monitoring Program.

Schedule "B"

This Schedule "B" forms part of Certificate of Approval No. A600903.

Parameter	Maximum Concentration
Metal:	
arsenic	13 ppm
cadmium	3 ppm
chromium	210 ppm
cobalt	34 ppm
copper	100 ppm
lead	150 ppm
mercury	0.8 ppm
molybdenum	5 ppm
nickel	62 ppm
selenium	2 ppm
zinc	500 ppm
Foreign material:	
plastic particles greater than 3 mm in any direction	1%
non-biodegradable material greater than 3 mm in any direction	2%

The reasons for this amendment to the Certificate of Approval are as follows:

GENERAL

1. The reason for Conditions 1(1), (2), (4), (5), (6), (7), (8), (9), (10), (18), (19) and (20) is to clarify the legal rights and responsibilities of the *Owner* and *Operator* under this Certificate of Approval.
2. The reasons for Condition 1(3) is to ensure that the *Site* is designed, operated, monitored and maintained in accordance with the application and supporting documentation submitted by the *Owner*, and not in a manner which the *Director* has not been asked to consider.
3. The reasons for Condition 1(11) are to ensure that the *Site* is operated under the corporate name which appears on the application form submitted for this approval and to ensure that the *Director* is informed of any changes.
4. The reasons for Condition 1(12) are to restrict potential transfer or encumbrance of the *Site* without the approval of the *Director* and to ensure that any transfer of encumbrance can be made only on the basis that it will not endanger compliance with this Certificate of Approval.
5. The reason for Condition 1(13) is to ensure that the successor is aware of its legal responsibilities.
6. Conditions 1 (14), (15) and (16) are included, pursuant to subsection 197(1) of the *EPA* , to provide that any persons having an interest in the *Site* are aware that the land has been approved and used for the purposes of waste disposal.
7. The reason for Condition 1(17) is to ensure that appropriate Ministry staff has ready access to the *Site* for inspection of facilities, equipment, practices and operations required by the conditions in this Certificate of Approval. This Condition is supplementary to the powers of entry afforded a Provincial Officer pursuant to the *Act* , the *OWRA* , the *PA* , the *NMA* and the *SDWA* .

SITE OPERATION

8. The reasons for Conditions 2(1), 2(5) and 6(3) are to ensure that the *Site* is operated, inspected and maintained in an environmentally acceptable manner and does not result in a hazard or nuisance to the natural environment or any person.
9. The reason for Conditions 2 (2), 2(3) and 2(4) is to ensure that users of the *Site* are fully aware of important information and restrictions related to *Site* operations and access under this *Certificate*.
10. The reason for Condition 2(6) (a) is that open burning of municipal waste is unacceptable because of concerns with air emissions, smoke and other nuisance affects, and the potential fire hazard.

11. The reasons for Condition 2(7), 2(8) and 2(9) are to specify the hours of operation for the landfill site and a mechanism for amendment of the hours of operation, as required.
12. The reasons for Condition 2(10) and 2(11) are to ensure that the *Site* is supervised by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person and to ensure the controlled access and integrity of the *Site* by preventing unauthorized access when the Site is closed and no site attendant is on duty.

EMPLOYEE TRAINING

13. The reason for Condition 3(1) is to ensure that the *Site* is supervised and operated by properly trained staff in a manner which does not result in a hazard or nuisance to the natural environment or any person.

COMPLAINTS RESPONSE PROCEDURE

14. The reason for Condition 4(1) is to ensure that any complaints regarding landfill operations at this *Site* are responded to in a timely and efficient manner.

EMERGENCY RESPONSE

15. Conditions 5(1) and 5(2) are included to ensure that emergency situations are reported to the Ministry to ensure public health and safety and environmental protection.
16. Conditions 5(3), 5(4) and 5(5) are included to ensure that emergency situations are handled in a manner to minimize the likelihood of an adverse effect and to ensure public health and safety and environmental protection.

RECORD KEEPING AND REPORTING

17. The reason for Conditions 6(1) and 6(2) is to ensure that accurate waste records are maintained to ensure compliance with the conditions in this Certificate of Approval (such as fill rate, site capacity, record keeping, annual reporting, and financial assurance requirements), the *EPA* and its regulations.
18. The reason for Conditions 6(4) and 6(5) is to ensure that detailed records of *Site* inspections are recorded and maintained for inspection and information purposes.
19. The reasons for Conditions 6(6) and 6(7) are to ensure that regular review of site development, operations and monitoring data is documented and any possible improvements to site design, operations or monitoring programs are identified. An annual report is an important tool used in reviewing site activities and for determining the effectiveness of site design.

LANDFILL DESIGN AND DEVELOPMENT

20. The reason for Conditions 7(1) to 7(7) inclusive is to specify the approved areas from which waste may be accepted at the *Site* and the types and amounts of waste that may be accepted for disposal at the *Site*, based on the *Owner*'s application and supporting documentation.
21. Condition 7(8) is to provide the *Owner* the process for getting the approval for alternative daily and intermediate cover material.
22. The reasons for Condition 7(9) are to ensure that daily/weekly and intermediate cover are used to control potential nuisance effects, to facilitate vehicle access on the *Site*, and to ensure an acceptable site appearance is maintained. The proper closure of a landfill site requires the application of a final cover which is aesthetically pleasing, controls infiltration, and is suitable for the end use planned for the *Site*.
23. The reason for Conditions 7 (10), (11) and (12) are to make ensure that the *Owner* has obtained other approvals required to carry out the work and complete the construction of the swales and ditches in a timely manner.

LANDFILL MONITORING

24. Reasons for Condition 8(1) are to ensure that off-site migration of landfill gas is monitored and all buildings at the *Site* are free of any landfill gas accumulation, which due to a methane gas component may be explosive and thus create a danger to any persons at the *Site*.
25. Condition 8(2) is included to provide the groundwater and surface water limits to prevent water pollution at the *Site*.
26. Conditions 8(3) and 8(4) are included to require the *Owner* to demonstrate that the *Site* is performing as designed and the impacts on the natural environment are acceptable. Regular monitoring allows for the analysis of trends over time and ensures that there is an early warning of potential problems so that any necessary remedial/contingency action can be taken.
27. Conditions 8(5), 8(6) and 8(7) are included to ensure the integrity of the groundwater monitoring network so that accurate monitoring results are achieved and the natural environment is protected.
28. Conditions 8(8) to 8(11) inclusive are added to ensure the *Owner* has a plan with an organized set of procedures for identifying and responding to potential issues relating to groundwater and surface water contamination at the *Site's* compliance point.
29. Reasons for conditions 8(12), 8(13) and 8(14) are included to streamline the approval of the changes to the monitoring plan.
30. Condition 8(15) to 8(20) inclusive is included to require the *Owner* to obtain property rights to

land(s) that is required for a Contaminant Attenuation Zone that is necessary for attenuation of contamination resulting from the operation of the *Site* to bring the *Site* into compliance with Reasonable Use Policy Objectives.

CLOSURE PLAN

31. The reasons for Condition 9 are to ensure that final closure of the *Site* is completed in an aesthetically pleasing manner, in accordance with Ministry standards, and to ensure the long-term protection of the health and safety of the public and the environment.

WASTE DIVERSION

32. Condition 10 is included to ensure that the recyclable materials are stored in their temporary storage location in a manner as to minimize a likelihood of an adverse effect or a hazard the natural environment or any person.

This Notice shall constitute part of the approval issued under Provisional Certificate of Approval No. A570402 dated November 10, 1998 as amended

In accordance with Section 139 of the Environmental Protection Act, R.S.O. 1990, Chapter E-19, as amended, you may by written notice served upon me and the Environmental Review Tribunal within 15 days after receipt of this Notice, require a hearing by the Tribunal. Section 142 of the Environmental Protection Act, provides that the Notice requiring the hearing shall state:

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

The Notice should also include:

3. The name of the appellant;
4. The address of the appellant;
5. The Certificate of Approval number;
6. The date of the Certificate of Approval;
7. The name of the Director;
8. The municipality within which the waste disposal site is located;

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

This Notice must be served upon:

The Secretary*
Environmental Review Tribunal
655 Bay Street, 15th Floor
Toronto, Ontario
M5G 1E5

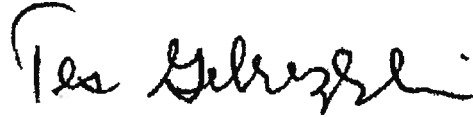
AND

The Director
Section 39, *Environmental Protection Act*
Ministry of the Environment
2 St. Clair Avenue West, Floor 12A
Toronto, Ontario
M4V 1L5

* Further information on the Environmental Review Tribunal's requirements for an appeal can be obtained directly from the Tribunal at: Tel: (416) 314-4600, Fax: (416) 314-4506 or www.ert.gov.on.ca

The above noted waste disposal site is approved under Section 39 of the Environmental Protection Act.

DATED AT TORONTO this 18th day of December, 2009



Tesfaye Gebrezghi, P.Eng.
Director
Section 39, *Environmental Protection Act*

RM/

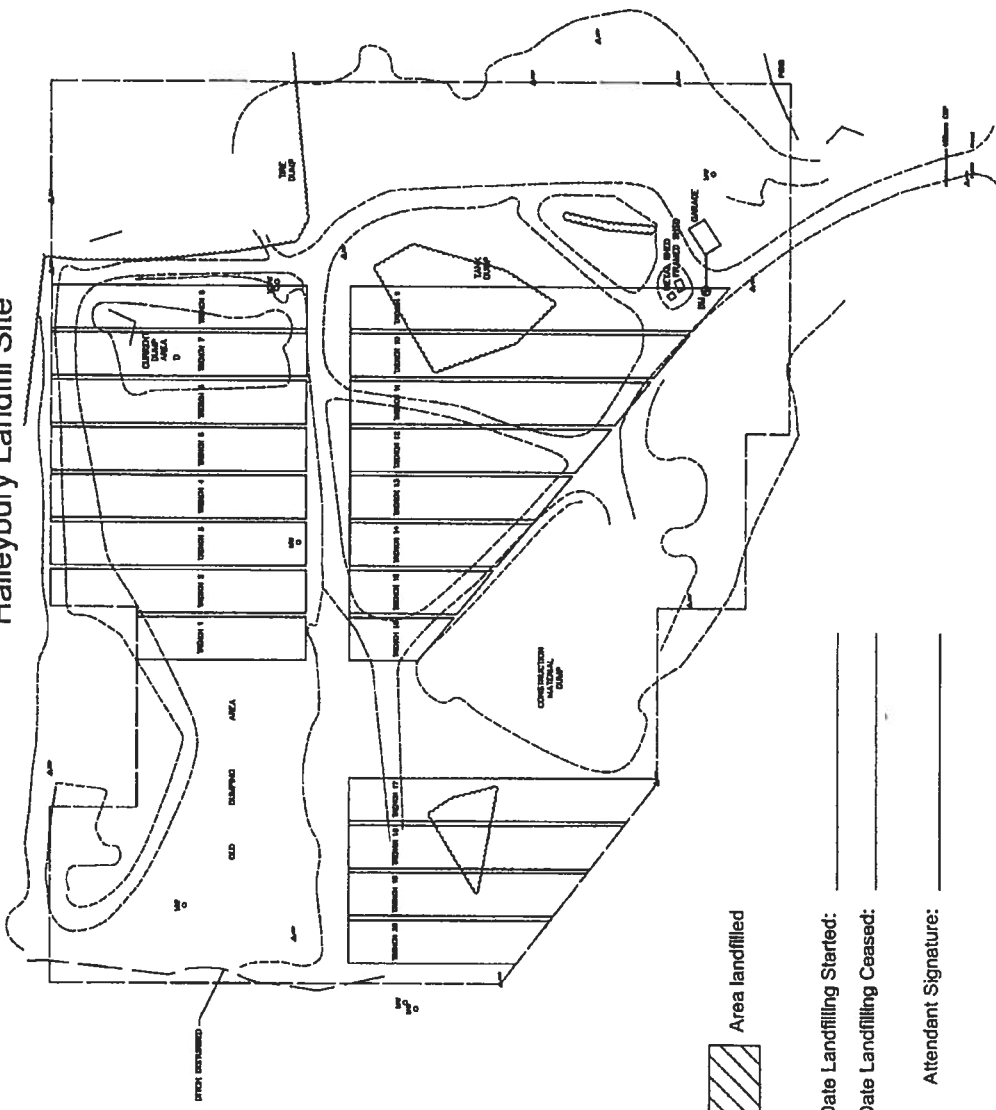
c: District Manager, MOE North Bay
Maria Story, P.Eng., Story Environmental Services





Appendix 03 to
By-law No. 2019-103
Trench Detail

Waste Disposal Operations
Haileybury Landfill Site



 Area landfilled

Date Landfilling Started: _____

Date Landfilling Ceased: _____

Attendant Signature: _____

Appendix 04 Accepted Materials

In this By-law "Accepted Materials" includes;

recyclable containers includes the following forms of containers:

- a) food and beverage glass bottles and jars;
- b) metal food and beverage cans;
- c) aluminum foil, foil plates and foil trays;
- d) empty plastic containers (1 thru 7);
- e) aseptic packaging, such as drink boxes;
- f) polycoat containers such as milk and juice cartons; and
- g) any other container designated by the Director of Public Works to be a recyclable container.

recyclable papers includes the following:

- a) household paper, including junk mail, writing paper, computer paper, non-foil gift wrap, non-foil greeting cards and envelopes;
- b) paper egg cartons;
- c) paper rolls;
- d) paper bags, other than treated bags, such as flour, sugar, potato and pet food bags;
- e) newspapers and inserts;
- f) magazines, catalogues and glossies;
- g) telephone directories;
- h) soft covered books and hard covered books; and
- i) any other paper or paper products designated by the Director of Public Works to be recyclable papers.

recyclable cardboard includes clean, unwaxed corrugated cardboard and box board.

The Corporation of the City of Temiskaming Shores

By-law No. 2019-104

Being a by-law to amend By-law No. 2012-039, as amended being a by-law to adopt Schedules of Departmental User Fees and Services for the City of Temiskaming Shores – Finance Fees

Whereas Section 391(1) of the Municipal Act S.O. 2001, c. 25, as amended, authorizes the Council of a local municipality to pass by-laws imposing fees or charges for services or activities provided or done by or on behalf of it; for costs payable by it for services or activities provided or done by or on behalf of any other municipality or local board; and for the use of its property including property under its control;

And whereas the Council of The Corporation of the City of Temiskaming Shores adopted By-law No. 2012-039 on April 3, 2012 to adopt Schedules of Departmental User Fees and Service Charges for the City of Temiskaming Shores;

And whereas Council considered Administrative Report CS-027-2019 at the June 18, 2019 Regular Council meeting and directed staff to prepare the necessary by-law to amend Municipal Fees By-law No. 2012-039 to amend fees related to General Finance requests for consideration at the June 18, 2019 Regular Council meeting.

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

1. That the fees/charges under the *Municipal Property Tax Policy* in Schedule “A” – Administration – Corporate Services of By-law No. 2012-039, as amended, be further amended to add the following fees:

Payment Recalled from Bank	Municipal Act 391 (1)	\$25.00
Detailed Analysis of Tax Account/Tax Year	Municipal Act 391 (1)	\$25.00
Addition of Unpaid A/R charges to Tax Roll	Municipal Act 391 (1)	\$25.00
Tax Payment Transfer	Municipal Act 391 (1)	\$25.00
Tax Payment Refund (credits generated from write-offs, vacancy rebates, 357/358's or other legislated adjustments are excluded)	Municipal Act 391 (1)	\$25.00
Postdated Cheque Retrieval	Municipal Act 391 (1)	\$25.00
EDI Payment Account Error Notification (no charge for first notice)	Municipal Act 391 (1)	\$25.00
Roll Creation Set-up	Municipal Act 391 (1)	\$50.00
Returned Mail Investigation	Municipal Act 391 (1)	\$25.00
Accounts Receivable Collection Letters	Municipal Act 391 (1)	\$25.00

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 18th, day of June, 2019.

Mayor – Carman Kidd

Clerk – David B. Treen